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Lib. A containing the Records of the Inferiour Court of common Pleas for the County of Hampshire from November Term 1766 (inclusive) to November Term 1770

Hampshire ss Anno Regni Georgii Tertii Regis Magnæ Britania Franciæ et Hibernia sexto

November Term 1766

At his Majestys Inferiour Court of common pleas holden at Northampton within and for the County of Hampshire on the second Tuesday of November being the eleventh day of the said month and die in diem to the 15th day of the same month Anno Domini 1766

Present
Israel Williams Esqr
Thomas Williams Esqr
Timo Dwight Junr Esq

Jury for Trial
Samuel How Joeman
Elisphaz Clapp
Paul King
Bildad Wright
Thomas Smith
Benoni Crafts
Jonathan Ellis
Aaron Phelps Junr
John Holton
Ebenezer Mattoon
Ebenezer Billings

De Tal
Josiah Clark Junr
Northa in the room
Kellogg or Wild
Windsor Smith in
the Case
Halbert or Covan

Benjamin Leonard Junr yeoman and Joel Ely yeoman both of Springfield &c Plts vs John Townley of Hartford in the county of Hartford Colony of Connecticutt and merchant Deft &c in a plea of the case &c (as on record of ye preceding Terms) The parties by their respective Attorneys come here and humbly pray that this Case may be further continued under the rule untill the next Term of this Honble Court and it is considered that the Case be continued accordingly

Ely & Leonard vs Townley

Ruth Ingersoll of Willington in the county of Hartford and Colony of Connecticutt Widow Plt vs John Ingersoll of South Brimfield in the County of Hampshire yeoman deft in a plea that he render to her Sixty pounds of Lawfull Money &c as at large on record of the last may Term and now at this time Richard Ingersoll of Willington in the county of Hartford &c yeoman Executor of ye last will and testament of ye said Ruth Ingersoll who since the commencement of this Suit hath deceased comes here & prays to be admitted to prosecute this action in ye Capacity aforesaid by John Worthington Esq his Attorney agreable to the form & effect of one Statute of this province in this case provided and it is granted him, the said John Ingersoll appears by Moses Bliss Gentleman his Attorney, and the parties humbly pray they may have a farther day before the Lord the King here untill the second Tuesday of February next ensuing and it is granted them

Ingersoll vs Ingersoll

Ruth Ingersoll &c Plt vs John Ingersoll of South Brimfield deft in a plea of the case &c as at large on record of the last may Term and now at this time Richard Ingersoll of Willington in ye county of Hartford &c yeoman executor of ye last will and testament of ye said Ruth Ingersoll who since the commencement of this Suit hath deceased comes here & prays to be admitted to prosecute this action in ye capacity aforesaid by John Worthington Esq his Attorney agreable to ye form & effect of one Statute of this Province in this case provided and it is Granted him the said John Ingersoll appears by Moses Bliss Gentleman his Attorney, and the said parties humbly pray they may have a farther day before the Lord the King here until the second Tuesday of February next ensuing and it is granted them

Eadem vs Eundem

Porter Esq vs Cowan

Eleazer Porter of Hadley in ye County of Hampshire Esq Plt. vs Ephraim Cowan lately of Pelham in the county aforesaid now of Cambridge in ye county of Albany and in ye province of New York yeoman Deft. in a plea of the case as heretofore recorded. The Plt appears by Elisha Porter Gent^r his Attorney and the said Ephraim being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Eleazer Porter do recover against the said Ephraim Eight pounds thirteen shillings and one penny of Lawfull Money Damages & Costs of Court taxed at two pounds and six pence & thereof &c Ex^r is^d Decem^r 13th 1766

Bedortha vs Pynchon

Joseph Bedortha jun^r of Springfield in ye County of Hampshire yeoman Plt. vs George Pynchon of ye same Town Gent^r deft. in a plea of ye Case as heretofore recorded the parties by their respective Attorneys come here & humbly pray that this case be further continued under the rule of this Honble Court until ye second Tuesday of February next and it is granted them

Halbert vs Cowan

Thomas Halbert jun^r of Pelham in ye County of Hampshire yeoman Plt. vs Ephraim Cowan late of Pelham aforesaid yeoman deft. in a plea of the case as on record of the last term, The Plt appears by Simeon Strong Gent^r his Attorney, and the within Named Ephraim comes by Elisha Porter Gent^r his Attorney and defends &c and for plea says that he never promised in manner and form as the Plt. in his declaration has alledged & thereof puts himself on the country and the Plt likewise — Thereupon the jurors according to the form and effect of the Statutes in this case provided, ~~or~~ returned and impanelled being demanded likewise come here, Who to say ye Truth of & concerning ye premises being duly sworn by Mr Samuel How their foreman declare upon their Oath that they find for the said Thomas ye Plt. — fifteen pounds five shillings & five pence Lawfull money damages & Costs of Suit taxed at three pounds 18/6 and thereof &c — The said Ephraim by his 2^d Attorney appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the county of Hampshire on the fourth Tuesday of September next & here recognizes with Surities as ye Law directs for ye said Ephraim prosecuting of appeal with effect as by ye said recognizance on File it appears

Hubbard vs Cook

Joseph Hubbard of Hadley in ye county of Hampshire Gentleman Plt. vs Elisha Cook of ye same Hadley Gent^r deft. Administrator of all the Goods & Chattels rights & credits of Moses Cook of said Hadley Gentleman deceas^d intestate deft. in a plea of the case as on record of ye last Term The Plt appears by Simeon Strong Gent^r his Attorney and because ye Referees have not returned their award, at ye motion of ye Plt It is considered y^t the Case be further continued under ye rule until ye second Tuesday of February next

Montague & al^t vs Lyman Esq

Moses Montague yeoman & Noah Goodman yeoman both of South Hadley in ye County of Hampshire Plt^s vs Gideon Lyman of Northampton in ye same County Esq deft. in a plea of ye case as heretofore recorded the Plt^s appear by Simeon Strong Gent^r their Attorney and ye Deft. by Joseph Hawley Esq and they humbly pray that this case may be further continued until ye second Tuesday of February next, and it is granted them

Clark vs Danks Esq

Gideon Clark of Northampton in ye county of Hampshire Gentleman Plt. vs Benoni Danks of Cumberland in the county of Cumberland and in ye Province of Nova Scotia Esq deft. in a plea of ye Case as heretofore recorded — the parties appear by their respective Attorneys and humbly pray^t this Case may be further continued until ye second Tuesday of February next and it is granted them

Robert Danks late of Southampton in ye county of Hampshire yeoman Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq Deft in a plea of ye case as heretofore recorded and the parties appear by their respective Attorneys and pray that this case may be further continued until the second Tuesday of February next & it is granted them — Danks vs Danks

John Miller of Northampton in ye county of Hampshire yeoman Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq Deft in a plea of ye case as heretofore recorded and the parties by their respective Attorneys come here & humbly pray that this case may be further continued untill ye next Term & it is considered that ye said parties have a day before ye Lord ye King here until ye second Tuesday of February next ensuing — Miller vs Cundem

Samuel Mather of Northampton in ye county of Hampshire Esq Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq Deft in a plea of ye case as heretofore recorded and at ye motion of ye parties it is ordered that ye case be continued and ye said parties have a day before ye Lord the King here until ye second Tuesday of February next ensuing — Mather vs Cundem

Caleb Strong of Northampton in ye county of Hampshire Gentleman Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq deft in a plea of ye case as heretofore recorded, at ye motion of ye said parties it is ordered that ye case be further continued and ye said parties have a day before ye Lord ye King in this court until ye second Tuesday of February next ensuing — Strong vs Cundem

Jonathan Clap of Northampton in ye County of Hampshire yeoman Plt vs Benoni Danks of Cumberland in ye county of Cumberland & in ye province of Nova Scotia Esq. Deft in a plea of ye case as heretofore recorded At ye motion of ye parties it is ordered that ye case be further continued and ye said parties have a day before ye Lord ye King in this court until ye second Tuesday of February next ensuing — Clap vs Cundem

David Sacket of Westfield in ye county of Hampshire yeoman Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq Deft in a plea of ye case as heretofore recorded And at ye motion of ye said parties It is ordered that ye case be further continued and ye said parties have a day before ye Lord the King in this court until ye second Tuesday of February next ensuing — Sacket vs Cundem

Thomas Andrews & Hezekiah Leavitt both of Hingham in ye county of Suffolk Gentlemen Plt vs Robert Hamilton of Chesterfield in ye county of Hampshire yeoman Deft in a plea of ye case as at large on record At ye motion of ye parties it is ordered that ye said parties have a day before ye Lord ye King in this court until ye second Tuesday of February next ensuing — Andrews vs Hamilton

Zebulon Hearick late of Springfield now of Chesterfield in ye county of Hampshire yeoman Plt vs James Phillips of Springfield in ye same county yeoman Deft in a plea of the case as at large on record the parties appear & the referees to whom this case depending between ye said parties was referred now report in manner following, viz We do award & determine ye Pltf Zebulon Hearick recover of the said James Phillips ye sum of thirteen pounds thirteen shillings & costs of Court also costs of this reference amounting to one pound nineteen shilling & eight pence of lawfull money Therefore it is considered by ye Court that ye said Zebulon do recover against ye said James thirteen pounds thirteen shillings of lawfull money Damages & cost of court & cost of the reference allowed in ye Whole to be four pounds six shillings & two pence of lawfull money & therefore Execution Nov 25th 1766 — Hearick vs Phillips

Worthington vs Pease

William Worthington of Springfield in ye County of Hampshire Gentn Plt vs Joseph Pease of Suffield in ye county of Hampshire Trader Defts in a plea of ye case as heretofore recorded the said William being three times publickly called to come into court and prosecute his said action against ye said Joseph is Nonsuit & the said Joseph in like manner defaulted & ye action is dismissed accordingly

Slebbins vs Hitchcock

Joseph Slebbins of Springfield in ye county of Hampshire yeoman Plt vs Ebenezer Hitchcock junr of Springfield in ye same County yeoman Deft in a plea of the case as heretofore recorded the Plt appears by John Worthington Esq his Attorney — The said Ebenezer being three times publickly called to come into court makes default of appearance here — — — Therefore it is considered by ye court that the s^d Joseph do recover against the said Ebenezer the sum of fifteen pounds nine shillings & ten pence of lawfull money damages & cost of Court taxed at two pounds one shilling and four pence — — The said Ebenezer afterwards now at this same term comes here by Daniel Hitchcock Gentn his Attorney and appeals from ye judgment of this court to the Superiour court of judicature to be holden at Springfield within and for — ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Surities as ye Law directs for ye said Ebenezers prosecuting ye appeal with effect as by ye said recognizance on file it appears

Gibbs vs Carnachan

John Gibbs of Blandford in ye county of Hampshire yeoman Plt vs Samuel Carnachan of Blandford aforesd yeoman Deft in a plea of the case as heretofore recorded The Plt appears, and because the Referees to whom this case was referred have not brought in their award humbly prays that this case may be further continued under the same rule, Until ye second Tuesday of February next and it is granted him

Perkins vs Whitetal

Phinehas Perkins of Granville in ye county of Hampshire yeoman Plt vs Phinehas Tinker of said Granville yeoman and Ebenezer White of Westfield in ye same county yeoman defts, in a plea of Trespass as heretofore recorded The parties come here by their respective Attorneys & humbly pray that this Case may be further continued untill ye next Term of this Honble Court, and it is considered that ye case be continued accordingly

Hamilton vs Hitchcock

Henry Hamilton of Granville in ye county of Hampshire yeoman Plt vs Georg Hitchcock of Springfield in ye same County Deputy Sheriff deft — in a plea of ye case as heretofore recorded, The Plt appears by John Worthington Esq his Attorney & the deft being three times publickly called to come into Court makes default of appearance here . . Therefore it is considered by ye Court that the s^d Henry do recover against the said George Seven pounds ten shillings 9¼ of lawfull money damages & cost of Court taxed at two pounds 16/11 & thereof . . The said George afterwards now at this same term comes here & appeals from ye judgment of this court to ye Superiour Court of judicature to be holden at Springfield within and for the county of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Surities as ye Law directs for his prosecuting ye appeal with effect as by ye said recognizance on file it appears

Warriner vs Eundem

Nathaniel Warriner of Wilbraham in ye county of Hampshire yeoman Plt vs George Hitchcock of Springfield in ye same county Deputy Sheriff deft in a plea of ye Case as on Docket of ye preceding Term, The Plt appears by John Worthington Esqr & the s^d George being three times publickly called to come into Court makes default of appearance here Therefore it is considered by ye Court that ye s^d Nathaniel recover against ye s^d George the Sum of Three pounds Five shillings 2½ of Lawfull money damages & cost of court taxed at two pounds 6/8 The s^d George afterwards now at this same term comes here in his proper person and appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next & he recognizes with Surities as ye Law directs for his prosecuting ye appeal with effect as by s^d recognizance on file it appears

John Burt of Springfield in ye county of Hampshire yeoman Plt vs — George Hitchcock of Springfield in ye same county yeoman deft in a plea of ye case as heretofore recorded the said John being three times publickly — called to come into Court and prosecute his said action against ye said George is nonsuit, and ye said George in like manner defaulted & ye action is dismissed accordingly — Burt vs Hitchcock

Benjamin Day Gentr & Margaret Jones Gentlewoman both of Springfield in ye county of Hampshire Executors of ye last will & Testament of Cornelius Jones late of ye said Springfield Gentr dec'd Plt vs Bildad Fowler of Westfield in ye said County yeoman deft in ye plea of ye case as at large on record the parties come here and because the Referees to whom this case was referred have not brought in their award humbly pray that this case may be continued under the same rule until the next term. And it is ordered that the case be further continued and the said parties have a day before ye Lord ye King in this Court until ye second Tuesday of February next ensuing — Jones's Exrs vs Fowler

Oliver Partridge of Hatfield in ye county of Hampshire Esq Plt vs George Hitchcock of Springfield in ye same county yeoman deft, in a plea of the case &c, the Plt appears by John Washington Esq his attorney & the deft being three times publickly called to come into Court makes default of appearance here and ye Court having seen ye Bond declared on and ye Condition thereof, Therefore it is considered by ye court that the said Oliver Partridge Esq do recover against the said — George Hitchcock the sum of four thousand pound Debt and that he may have his Execution for ye Sum of Fifty two pounds sixteen shillings of lawfull money being ye sum of ye Debt which appears due upon Chancery &c, & cost of this Suit taxed at two pound nine shillings & four pence & thereof &c Exec'n is 25th Nov'r 1766 — Partridge Esq vs Hitchcock

Benjamin Colton of Springfield in ye County of Hampshire yeoman Plt vs James Shelden of Springfield & in ye county of Hampshire yeoman deft in a plea of Trespass as at large on record and the parties now come here, and the Referees now report in manner following (Viz) We do award and determine that ye said James ye Deft pay the said Benjamin ye Plt Ten Shillings In full consideration of ye Trespass done & cost of Court & also cost of this Reference which is taxed at Two pounds five shillings Lawfull Mony Therefore it is considered by the court that ye said Benjamin do recover against against ye said James the sum of Ten shilling Lawfull Money Damages & all costs and thereof he may have his Exec'n &c — Colton vs Shelden

Benjamin Day Gentr & Margaret Jones Gentlewoman both of Springfield in ye County of Hampshire Executors of ye last will & testament of Cornelius Jones late of ye said Springfield Gentr deceas'd Plt vs Benjamin Colton of ye said Springfield in ye same County yeoman deft in a plea of ye Case as heretofore recorded And now come here ye said parties, and the Referees now report in manner following Viz/ We do find & award that ye said Benjamin deft is indebted & do pay to ye said Plt the Sum of three pounds seventeen Shillings 9½ of Lawfull Money Damages & costs of court & costs of this Reference being Eighteen Shillings — Therefore it considered by ye court that ye said Benjamin & Margaret Executors &c do recover against ye said Benjamin Colton ye sum of three pounds seventeen shillings 9½ of lawfull money damages cost of Court & Reference taxed at three pounds and two pence & thereof &c Exec'n is'd 29th April 1767 — Jones Exrs vs Colton

Nathaniel Jaggart yeoman & James Jaggart yeoman both of Blandford in ye County of Hampshire & David McMurray & Jane McMurray both of ye said Blandford infants & Children of George McMurray late of Blandford aforesaid dec'd & Susannah McMurray his wife who was formerly Susannah Jaggart & is dec'd & which said David & Jane ye infants sue by Jane Jaggart of ye said Blandford their Grandmother and next friend Plt vs Sylvanus Percy of Westfield in ye said County yeoman deft in a plea of Ejectment as heretofore recorded The said parties appear and pray that this case may be further continued — Jaggart vs Percy

Jaggart vs Perey

until the next Term of this Honble Court, and it is ordered that the case be Continued & the said parties have a day before the Lord the King in this court until the second Tuesday of February next ensuing

Hitchcock vs Hitchcock

Spring Samuel Hitchcock of Springfield in the county of Hampshire yeoman Plt vs George Hitchcock of said Springfield in the same County yeoman deft in a plea of the case as heretofore recorded The Plt appears by John Worthington Esq his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here . . Therefore it is Considered by the Court that the said Samuel do recover against the said George the Sum of twenty seven pounds eleven shillings 10/4 of Lawfull money Damages & cost of court taxed at two pounds 1/2 & thereof &c ——

The said George afterwards now at this same Term comes here in his own person and appeals from the judgment of this court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & hereupon gives with Sureties as the law directs for his prosecuting the appeal with effect as by the said Recognizance on file it appears

Goodman vs Goodmans Admrs

Samuel Goodman of South Hadley in the county of Hampshire husbandman a minor under the age of twenty one years who sues by Elias Lyman his Guardian Plt vs Rebecca Goodman of South Hadley aforesaid widow & relict of Thomas Goodman late of the South Hadley dec'd & Noah Goodman of said South Hadley yeoman administrators on the estate of the said Thomas Deft in a plea of the Case as heretofore recorded The parties appear by their respective Attys and humbly pray that this case may be continued under the same rule, because the Referees to whom this case was refered have not made any Reports Therefore it is ordered by the Court that the said parties have a day before the Lord the King in this court until the second Tuesday of February next

Scripture vs Jackson

Simeon Scripture of Coventry in the County of Windham and in the Colony of Connecticutt Trader Plt vs Joseph Jackson of Boston in the County of Suffolk Trucksman deft in a plea of the case as heretofore recorded The Parties come here by their respective attornies named at the last Term And two of the Referees heretofore appointed viz Samuel Adams and William Phillips Esquires having signified to this Court that they have declined the Service of arbitrating upon the Case Therefore at the motion of the said Parties it is ordered that Messieurs Jonathan Mason and James Lovell both of Boston be and they are hereby appointed in the room of those Gentlemen who have declined And the award of the said Mason Lovell & Gray (who was first appointed) or any two of them is to be final and the said parties have a further day before the Lord the King in this Court until the second Tuesday of February next

Backus Esq vs Perkins No 1

Ebenezer Backus of Norwich in the County of New London & in the Colony of Connecticutt Esq Plt vs James Perkins of Boston in the county of Suffolk Yeoman in a plea of the case &c for that Jonathan Mason of said Boston Merchant for the said Ebenezer Backus at Northampton aforesaid on the twenty ninth day of August anno Domini 1765 according to the usage & custom of Merchants a certain writing commonly called a policy of Insurance caused to be made wherein it is contained, That the said Jonathan Mason for the said Ebenezer Backus as well in his own Name as for & in the name & names of all & every other person or persons to whom the same did might or should appertain in part or in all did make Insurance & caused himself & them & every of them to be insured lost and lost the sum of one Hundred pounds lawfull money at & from Plt Eustatius to

Backus Ea
vs
Perkins

Anguilla or Turks Island and at and from thence to Norwich upon ye Sloop Allyance & Cargo whereof was Master under God for said Voyage Ezra Bishop or whosoever else should go for master in ye said Vessel or by whatsoever other name or names ye same Vessel or ye master was or should be named or called beginning the adventure upon ye Sd Vessell and Cargo as aforesaid & to continue & endure ye Voyage aforesaid & until said Vessell should be arrived & moored at Anchor twenty four hours in safety; And it should be lawfull for ye Vessell & Cargo in Sd Voyage in Cases of extremity and distress to proceed & sail and touch at any ports or places whatsoever without prejudice to ye said Insurance; Touching ye Adventures & perils which they the insurers were contented to bear and took upon them in Sd Voyage they were of ye Seas, men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettizons Letters of mart, and Counter mart, Surprizals, Takings at Sea, arrests, Restraints and Detainments of all kings, Princes, and people of what Nation, Condition, or Quality soever, Barretry of ye Master (unless ye assured be master of ye said Vessell) and Mariners, and of all other perils Losses & Misfortunes that had them, or should come to ye hurt Detriment or Damage of the said Vessell & Cargo, or any part thereof, and in Case of any Loss or Misfortune it should be lawfull for ye Assurers, their Factors, Servants & Assigns to sue Labour and Travel for in & about ye Defence & Safe Guard & Recovery of said Vessell & Cargo, or any part thereof, without prejudice to ye said Insurance; To ye Charges whereof they the Insurers would each one according to ye Rate & quantity of his Sum therein assured; And that in Case of an Average Loss not exceeding Ten pounds per Cent, the Assurers by agreement with ye Assured were not to pay or allow any thing towards such Loss: And in Case of any Loss the Money to be paid in Ninety days after proof of ye same, And it was agreed by them the Insurers that said writing or Policy of Insurance should be of as much force & Effect as ye surest writing or policy of Assurance heretofore made in Lombard Street, or in ye Royal Exchange, or elsewhere in London: And so ye Insurers were Contented & did thereby promise & bind themselves each one for his own part their Heirs, Executors and Goods, to ye Assured their Heirs, Executors, Administrators & Assigns for ye true performance of ye Premises, Confessing themselves paid & Consideration due unto them for said Insurance by ye assured at & after ye Rate of five pounds per Cent, And ye said Ebenezer saith that afterwards to wit on the same Twenty ninth day of August aforesaid in ye year aforesaid at said Northampton the said James Perkins had notice of ye said writing of Insurance made as above set forth, and thereupon in Consideration that ye said Ebenezer Backus had then & there paid him ye Sd James the premium of one Hundred pounds lawfull money according to ye Tenour of ye aforesaid writing of Assurance & promised to perform all things contained in ye writing of Assurance aforesaid on the part of ye assured to be performed He the said James then & there subscribed ye same writing of Assurance & became Assurer according to ye Tenour of said writing for one hundred pounds; & then and there promised ye said Ebenezer that he the said James would well and truly perform all & singular ye Agreements aforesaid in the said writing of Assurance mentioned on ye part of the Assurers to be performed, as to ye Sd one hundred pounds: And ye said Ebenezer Backus avers that at ye said Time when said Insurance was made as aforesaid he was owner of own half of said Vessell & Cargo And he further saith that on ye Seventh day of August aforesaid the said Vessell by Storms & Dangers of ye Seas was forced from her Anchors in the Road of the Island Eustatia aforesaid, and drove on shore upon said Island with ye Cargo and

other

Backus
&
Perkins

Both the said Vessell and Cargo were utterly lost and Destroyed: of all which the said James Perkins on the Second day of January Anno Domini 1766 at said Northampton had Notice and proof; and the said Ebenezer avers that at the said time of making the Policy and Insurance aforesaid he had no Notice or advice of the Loss of said Vessell and Cargo as aforesaid and altho he the said Ebenezer hath well and truly performed all things on his part by Virtue of said writing of Assurance to be performed according to y Tenour & true Intent of said writing: Yet y said James Perkins hath never paid him the aforesaid Sum of one hundred pounds or any part thereof tho often requested but wholly refuses to pay it. To the damage of the said Ebenezer Backus the Sum of one Hundred and fifty pounds — The Plt appears by Messieurs Huntington and Strong Gentlemen his Attornies and the Deft by Moses Bliss Gentleman his Attorney comes and defends the force and injury when &c and reserving to himself Liberty to wave this his plea on the Tryal of y appeal & plead y General Issue pleads and says the Bond declared on is not his Act and deed & thereof puts himself on y Country. And the said Ebenezer Backus consenting to y foregoing Reservation of y said James says that y plea by the said James above pleaded and the matters therein contained are not sufficient in Law to oblidge him y said Ebenezer to answer thereto to which plea and y matters therein contained the said Ebenezer Backus is under no necessity nor bound by y Laws of y Land to answer & this he is ready to verify wherefore for want of a sufficient plea in this behalf said Ebenezer prays judgment and that his damages by reason of y premises & his Costs may be adjudged to him. And the deft says his plea is Sufficient Thereupon all the premises being seen and fully understood by y Court of the Lord the King now here, for that it appears to the said Court that the plea aforesaid of the said James Perkins by him in manner and form above pleaded and the matters therein contained are not sufficient in law to preclude the said Ebenezer Backus from proceeding in his said Action against the said James Perkins or from his Damages aforesaid ..... Therefore it is considered by the Court that y said Ebenezer Backus do recover against the said James Perkins the sum of one Hundred and fifty pounds of Lawfull Money Damages and Cost of Court taxed at three pounds Six Shillings & thereof he may have his Execn —— The said James Perkins by Moses Bliss Gentn his Attorney appeals from y judgment of this court to the Superiour Court of judicature to be holden at Springfield within and for the the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the Law directs for the said James's prosecuting the appeal with effect as by said Recognizance on File it appears

Perkins et al
vs
Goldthwait
No 2

Jabez Perkins of Norwich in y County of New London and in the Colony of Connecticutt Trader and Simeon Perkins late of said Norwich Trader pltf vs Ezekiel Goldthwait of Boston in y County of Suffolk Esquire deft in a plea of Trespass on y Case for that Jonathan Mason of said Boston Merchant for y said Jabez Perkins & Simeon Perkins at Northampton aforesaid on the twenty ninth day of August — Anno Domini 1765 according to y Usage & Custom of Merchants a certain writing commonly called a policy of insurance caused to be made wherein it is contained That the said Jonathan Mason for the said Jabez Perkins & Simeon Perkins as well in their own name as for & in the Name & names of all & every other person or persons to whom y same did, might, or should appertain in part or in all, did make Assurance & caused himself & them & every of them to be insured Lost or not Lost the sum of Three Hundred pounds Lawfull money at & from St Eustatia to Anguilla or Turks Island

Island and at and from thence to Norwich upon the Sloop Allyance & Cargo; Whereof was Master under God for said Voyage Ezra Bishop or whosoever else should go for Master in the said Vessell, or by whatsoever other name or names the same Vessell or the Master thereof then was or should be named or called, Beginning & Adventure upon the said Vessell and Cargo as aforesaid & to continue & endure ye Voyage aforesaid and untill said Vessell should be arrived & moored at Anchor twenty four Hours in Safety: and it should be Lawfull for the Vessell and Cargo in said Voyage in Cases of Extremity and Distress to proceed & sail to & touch at any Ports or Places Whatsoever without prejudice to ye said Insurance. Touching ye Adventures and Perils which they the Insurers were contented to bear & took upon them in said Voyage they were of the Seas Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettizons Letters of Mart and Counter Mart, Surprizals, taking at Sea, Arrests Restraints & Detainments of all Kings, Princes, & People of what Nation Condition or Qualtty soever, Barretry of ye Master (unless ye Assured be owner of said Vessell) and Mariners, & all other Perils Losses & Misfortunes that had then or should come to ye Hurt, Detriment or damage of ye said Vessell and Cargo or any part thereof, And in Case of any Loss or Misfortune it should be Lawfull for the Assured, their Factors, Servants and Assigns to use Labour and Travel for in and about ye Defence Safeguard and Recovery of said Vessell and Cargo or any part thereof without Prejudice to ye said Insurance: To ye Charges whereof We the Insurers would Contribute each one according to the Rate & Quantity of his Sum therein assured And that in Case of an Average Loss not exceeding ten pounds per Cent the Assurers by Agreement with the Assured were not to pay or allow any ~~sum~~ thing towards such Loss, and in case of any Loss the money to be payd in Ninety days after proof of the same, And it was agreed by them the Insurers that said writing or Policy of Assurance should be of as much force & Effect as ye surest writing or Policy of Assurance theretofore made in Lombard Street or in ye Royal Exchange or elsewhere in London: And so the Assurers were contented and did thereby promise and bind themselves each one for his own part their Heirs Executors & Goods to the assured their Executors, Administrators & Assigns for the true performance of the Premises confessing themselves paid the Consideration due unto them for said Assurance by ye Assured at & after the Rate of five pounds per Cent. And ye said Jabez and Simeon say that afterwards, to wit on the same twenty ninth day of August aforesaid in ye Year aforesaid at said Northampton the said Ezekiel had Notice of ye said writing of Assurance made as above set forth and thereupon in Consideration that the said Jabez and Simeon had then & there paid him ye said Ezekiel the Premium for Seventy five pounds Lawfull Money according to the Tenor of the aforesaid writing of Assurance & promised to perform all things contained in ye writing of Assurance aforesaid on ye part of ye Assured to be performed He the said Ezekiel then and there subscribed ye same writing of Assurance and became Assurer according to the Tenor of s^d writing for Seventy five pounds & then & there promised ye said Jabez and Simeon that he ye said Ezekiel would well & truly perform all & singular ye Agreements aforesaid in ye said writing of Assurance mentioned on ye part of ye Assurers to be performed as to the said Seventy five pounds, And the said Jabez and Simeon averr that at ye said time when said Assurance was made as aforesaid they were owners of one half of said Vessell & Cargo: And they further say y^t on the Seventh day of August aforesaid the said Vessell by Storms & Dangers of

(10)

Perkins et al v Goldthwait

Of ye Seas was forced from her Anchors in ye Road of ye Island of St Eustatia aforesaid & drove on Shore upon said Island with her Cargo & both the said Vessell and Cargo were utterly Lost and destroyed: of all which ye said Ezekiel on the Second day of January Anno Domini 1766 at said Northampton had Notice and Proof: And the said Jabez & Simeon averr that at ye said Time of making the Policy & Insurance aforesaid they had no Notice or Advice of the Loss of said Vessell & Cargo as aforesaid: and altho they ye said Jabez & Simeon have well and truly performed all things on their part by Virtue of said writing of Assurance to be performed according to ye Tenor & true intent of said writing, yet ye said Ezekiel hath never paid them ye aforesaid Sum of Seventy five pounds or any part thereof tho often requested but wholly refuses to pay it — To ye Damage of ye said Jabez Perkins & Simeon Perkins the Sum of One hundred pounds

The Plts appear by Messieurs Huntington & Strong their Att^y and ye Deft comes here & by Moses Bliss Gentn his Attorney & defends &c and prays judgment of ye said writ because he pleads first ye the said Jabez & Simeon in their declaration have not expressly alledged that the policy of Insurance therein mentioned was made in ye Name of Jonathan Mason, therein also mentioned on ye sole account & risk of the said Jabez & Simeon, nor that ye said Jabez & Simeon at ye Time of making thereof were solely interested therein all which by Law they ought to have done, Secondly because ye said Jabez and Simeon in their said declaration "allege" that Jonathan Mason of said Boston Merchant for ye said Jabez Perkins & Simeon Perkins at Northampton aforesaid on ye Twenty ninth day of August A^D 1765 according to ye Usage & Custom of Merchants a certain writing commonly called a policy of Insurance caused to be made wherein it is contained that ye said Jonathan Mason for ye said Jabez Perkins and Simeon Perkins as well in their own Name as for & in ye name & names of all & every other person or persons to whom ye same did might or should appertain in part or in all did make Assurance and caused himself & them and every of them to be insured lost or not lost ye Sum of three hundred pounds lawfull money which is absurd contradictory & repugnant. Thirdly, because by ye said Jabez & Simeons own shewing in their said declaration it appears, that ye said Jonathan Mason caused himself to be insured the said Sum of Three Hundred pounds mentioned in said Policy, & the said Jabez & Simeon only bring said Action and ye said Jonathan Mason is not a party to the same or joined therein which he ought to have been, All which the said Ezekiel is ready to verify, wherefore he prays judgment of said Writ & that ye same may be quashed & for his Costs. Whereupon & premises being seen it appears to ye Court that ye plt writ is good & well brought and the same is not to be quashed saving which if overruled the said Ezekiel reserving Liberty to waive this his plea on ye Trial of the appeal & plead ye General Issue says ye Bond declared on is not his Act and Deed and thereof puts himself on ye Country, And the said Jabez & Simeon consenting to ye abovesaid reservation of the said Ezekiel say that the plea of ye Deft above pleaded and the matters therein contained are not sufficient in Law to hold them to answer thereto to which said plea and the Matters therein contained the Plts are under no Necessity nor bound by ye Law of ye Land to answer & this they are ready to verify wherefore for want of sufficient plea in this Behalf the Plts pray judgment and that their damages by reason of ye Premises and their Costs be adjudged to them. And the Deft says his plea is sufficient Whereupon all & singular the Premises being seen and fully understood by the Court of ye Lord the King now here, for that it appears to the said Court that

That the plea aforesaid of the said Ezekiel by him in manner and form above pleaded and the matters therein contained are not sufficient in law to preclude ye said Jabez & Simeon from prosecuting in this said Action against ye said Ezekiel, or from his damages .... Therefore it is considered by ye Court that the said Jabez Perkins and Simeon Perkins do recover against the said Ezekiel Goldthwait the Sum of One Hundred pounds of Lawfull Money Damages and Cost of Court taxed at three pounds -7/4 & thereof he may have his Exo

Perkins et al vs Goldthwait

The said Ezekiel Goldthwait by his Attorney aforesaid appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth — Tuesday of September next and he recognizes with Surities as the Law directs for the said Ezekiels prosecuting ye Appeal with effect, as by said Recognizance on file it appears

Edward Pynchon of Springfield in ye County of Hampshire Gentleman Plt vs William Richardson of Munson in the County of Hampshire yeoman & Stephen Hatch of Monson aforesaid yeoman Defts in a plea of the case for that the said William and Stephen at Springfield aforesaid on the twenty sixth day of August A. 1765 by their Note for Value received promised the said Edward to pay him Two pounds seven shillings and four pence Lawfull Money by the first day of May then next ensuing with lawfull interest till paid Yet the said William and Stephen tho often requested, refuse to pay it, To the Damage of the said Edward the sum of Nine pounds The Plt appears by Jonathan Bliss ~~juro~~ Genter his Attorney, and the Defts being three times publickly called to come into Court make default of appearance here Therefore it is considered by ye Court that the said Edward recover against the s.d William and Stephen the sum of two pounds ten shillings & 1/2 of Lawfull Money Damages and Cost of Court taxed at one pound sixteen shillings and eight pence & thereof Execn is.d 22.d Decem.r 1766

Pynchon Esq vs Richardson et al No 3

Benajah Stephenson of Springfield in ye County of Hampshire yeoman Plt vs — Jonathan Worthington of Springfield in ye same County yeoman Deft in a plea of ye Case for that the said Jonathan on first Day of October instant owing the said Benajah Six pounds seven shillings and eight pence lawfull money as ye account annexed to ye balance ye same account in Consideration thereof he ye said Jonathan then and there promised said Benajah to pay him the same on demand, And also for that the said Jonathan at Springfield aforesd on the first day of October last past in Consideration that the said Benajah at the special Instance and request of the said Jonathan would deliver to the said Jonathan one other Hogshead of Molasses than that mentioned in the Accompt annexed to be sold and disposed of by the said Jonathan for ye use and Benifit of ye said Benajah for Hire & Reward to be therefor paid by ye said Benajah to said Jonathan he the said Jonathan assumed upon himself & then and there promised the said Benajah that he the said Jonathan would sell and dispose of the said Hogshead of Molasses last mentioned for the Benefit and profit of the said Benajah and would be accountable for it to ye said Benajah on demand. And the said Benajah giving Credit to ye same promise of ye said Jonathan then afterwards on ye same day delivered the same Hogshead of Molasses of the Value of eight pounds sixteen shillings Lawfull money to ye said Jonathan for the purpose aforesaid and ye said Jonathan in Consideration thereof then and there promised the said Benajah to sell and dispose of the same to ye use Benifit & profit of ye said Benajah and render him a reasonable accompt therefor on demand And also for that the said Jonathan thereafterwards on ye same day being indebted to the said Benajah in other eight pounds sixteen shillings for one other Hogshead of the

Stephenson vs Worthington No 4

Molasses then and there sold and delivered to him at his request he the said Jonathan in Consideration thereof then and there promised said Benajah to pay him the Value of the same sum in Grain by the first day of April then next coming And also for that the said Jonathan on ye first day of October (then) instant at sd Springfield owing ye sd Benajah other eight pounds sixteen shillings like money for one other Hogshead of Molasses by him ye said Jonathan before ye time at his special instance and request had received of ye said Benajah to ye use of ye said Benajah & therefor to render him a reasonable account on demand he ye said Jonathan then and there in consideration thereof promised ye sd Benajah to pay him ye same Sum on demand And also for that ye said Jonathan thereon the said first day of October last in consideration sd Benajah had there before ye Time at ye special instance & request of ye sd Jonathan bought of one David Wells for ye said Jonathans use & delivered to him one other Hogshead of Molasses of ye Value of Nine pounds sixteen shillings like money and ye said Benajah had also then & there for ye use & Benifit of sd Jonathan & for payment of ye same Hogshead of Molasses & at his special instance and request made & given to ye sd David his ye sd Benajahs promissory Note under his own hand for ye same sum & thereby promised sd David to pay him ye Value of ye same sum in grain by ye first day of April then next ensuing for Value received he ye sd Jonathan there on ye sd first day of ~~April~~ October last promised ye sd Benajah ye he would within ye Term last mentioned pay to ye sd David ye Contents of ye same note for the Benefit of sd Benajah & to his use & thereby save him harmless & indemnified from payment of ye same & every part there of yet ye said Jonathan hath not sold or disposed of ye Hogshead of Molasses in ye second count mentioned for ye use and Benifit of sd Benajah nor rendered him any account therefor nor has he paid ye several sums aforesaid nor has he contented to ye sd Benajah therefor or satisfied him in any part altho often requested but he neglects and refuses to do it to ye Damage of ye sd Benjah ye Sum of Nine pounds The Pl appears by Jonathan Bliss ~~Junr~~ Gentr his Attr and ye Deft comes by Moses Bliss Gentr his Attr & defends and reserving to himself Liberty of waiving this plea and pleading any new matter on ye Tryal of ye Appeal says that the Bond declared on is not his deed and hereof puts himself on ye Country, and ye sd Benajah consenting to ye abov reservation says ye he for any thing by the said Jonathan in his plea above alledged ought not to be precluded from having & maintaining his Action aforesd against ye sd Jonathan, because he says that ye same plea and ye matters therein contained are an insufficient Answer to his declaration & that he is not obliged nor holden by Law to make any Answer thereto wherefore for want of a sufficient plea in this Behalf he ye sd Benajah prays judgment of ye plea aforesaid & ye Damages & Costs be allowed him, And ye sd Jonathan says his plea is Sufficient. Therefor all & singular the Premises being fully seen & understood by ye Court of ye Lord ye King now here for ye it appears to the sd Court that ye plea aforesaid of ye said Jonathan by him in manner & form above pleaded & ye matters therein contained are not sufficient to preclude ye sd Benajah from proceeding in his said Action against ye sd Jonathan or from his Damages aforesaid. Therefore it is considered by ye Court that the said Benajah do recover against ye said Jonathan ye Sum of Six pounds seven shilling and eight pence of Lawfull Money Damages and Costs of Court taxed at one pound fifteen shillings & six pence, and thereof he may have his Execn, The said Jonathan by his Attorney aforesaid appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next and he recognizes with Surities as ye Law directs for ye said Jonathans prosecuting ye appeal with effect as by said Recognizance on file it appears

Stephenson
vs
Worthington

Brown vs McKurdy No 13

William Brown of Palmer in ye County of Hampshire Husbandman Plt vs James McKurdy late of Palmer aforesaid & in ye county of Hampshire yeoman Deft in a plea of Trespass on ye Case & whereupon ye sd William complains that whereas ye said James on ye twenty eighth day of July last at Palmer aforesaid was indebted to ye said William in thirty eight pounds lawfull money of our province of the Massachusetts Bay in New England for so much money by the sd James to ye use of ye said William at said Palmer had and received and being so indebted he ye said James in Consideration thereof promised ye said William that he would pay the thirty eight pounds to ye said William when requested, but neglects to pay it to ye Damage of ye said William the sum of forty five pounds The Plt appears by Jonathan Bliss Junr Gentleman his attorney and ye said James being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by ye Court that ye said William do recover against ye said James ye sum of thirty eight pounds Lawfull Money Damages and Cost of Court taxed at one pound 10/4 & thereof he may have his Execn

Allsop vs Alvord No 6

Richard Allsop of Middletown in ye County of Hartford and Colony of Connecticutt Inder Plt vs Job Alvord of Springfield in ye County of Hampshire Gentleman deft in a plea of ye case for that the sd Job at a place called Middletown (viz) at Springfield aforesaid on ye thirteenth Day of September Anno Domini 1763 by his note of that date for Value receive promised ye said Richard to pay him ye sum of Nine pounds ten shillings Lawfull Money within three months from ye Date and if not then paid ye Lawfull Interest thereof after till paid & Also for ye the said Job at ye same Middletown (viz) at Springfield aforesaid on the second day of July A D 1764 by his other Note for Value recevd promised ye sd Richard to pay him one other Sum of thirteen pounds ten shillings Lawfull money within three months from ye Date & if not then paid ye Lawfull Interest of ye same sum after ye time of payment till paid. And also for ye ye said Job at Springfield on ye nineteenth day of November A D 1764 by his other note of that date for Value rec promised said Richard to pay him one other sum of twenty pounds ten shillings Lawfull Money within three months from ye Date together with ye Lawfull Interest thereof after ye time of payment till paid yet ye said Job neglects it. To ye Damage of ye said Richard ye sum of fifty five pounds The Plt appears by Elisha Porter Gentn his Attorney and the Deft being three times publickly called to come into Court makes — default of Appearance here . . . Therefore it is considered by the Court that the sd Richard do recover against ye sd Job the sum of Forty eight pounds six shillings 10/4 & Cost of Court taxed at ~~two~~ pounds ~~2 7/4~~ 6/10. Execn id 18 Novr 1766

Idem vs Eundem et al No 7

Richard Allsop of Middletown in ye County of Hartford and Colony of Connecticutt Inder Plt vs Job Alvord Gentleman & Azariah Alvord yeoman both of Springfield in ye County of Hampshire Defts in a plea of ye Case for that the sd Job & Azariah at said Springfield on ye first day of October currant being justly indebted to ye sd Richard in ye sum of Seventy two pounds Thirteen shillings and ten pence Lawfull Money to Ballance accounts according to ye Accdnt ~~Inc~~ an

Alsop
vs
Alvord

Annexed to the Pltf Writ

they of said Job & Azariah then and there in consideration thereof promised the said Richard to pay him ye same sum on Demand. Yet tho often requested neglect and refuse to do it, To ye Damage of ye said Richard the sum of Eighty pounds. The Pltf appears by Elisha Porter Gentn his Attorney and ye Defts being three times publickly called to come into Court make default of Appearance here. Therefore it is considered by ye Court that the said Richard do recover against ye said Job & Azariah the Sum of Seventy two pounds 13/10 of Lawfull money Damages Cost of Court taxed at Two pounds eight shillings and two pence & Thereof &c Execn is 18th Nov 1766

Marshall
vs
Gaylord
No 8

John Marshall of South Hadley in the County of Hampshire yeoman Pltf vs Nathaniel Gaylord of ye South Hadley in ye same County yeoman Deft in a plea of ye Case for that the ye Nathaniel at ye South Hadley on ye Twentieth day of March A 1765 by his note for value rec promised said John to pay him two pound 1/3 Lawfull Money within three months, & with interest afterwards till paid Yet ye said Nathaniel tho often requested neglects to do it To ye Damage of ye said John four pounds ye Pltf appears by Elisha Porter Gentn his Attorney and ye Deft being three times publickly called to come into Court make default of appearance here Therefore it is considered by ye Court that ye said John do recover against ye said Nathaniel Damages and Cost of Court taxed at one pound 8/1 & thereof &c

Wells & al
vs
Risley
No 9

Samuel Wells Gentn David Hills yeoman Jonathan Hills junr yeoman John Wells yeoman & Jonathan Wells yeoman all of Hartford in our County of Hartford & Colony of Connecticutt Pltf vs Samuel Risley of Greenfield in the County of Hampshire yeoman deft in a plea ~~of the case~~ that the said Samuel Risley render to ye ye said Samuel Wells David Hills Jonn Hills John Wells & Jonn Wells ye Sum of £19: 10: 1 which to them he owes & unjustly detains. And whereupon the Pltf say that at our Superiour Court of Judicature holden at Hartford within & for our said County of Hartford on ye first Tuesday of September in ye third year of our Reign by the judgment of ye same Court they recovered against ye said Samll by ye name of Samll Risley of ye said Hartford The sum of forty shillings for their Damage by reason of a certain Tresspass & also for ye sum of Seventeen pounds 10/1 for their costs & Charges by them about their Suit in ye Behalf expended whereof ye said Samll is convict as by ye Record thereof in our said Court there remaining is fully manifest & appears which judgment yet remains in its full force & effect not satisfied nor reversed and altho ye Pltf afterwards sued out two writs of Execn thereon yet ye sums aforesd recovered were never levied thereby nor any part thereof / & ye same are long since returned unsatisfied & the same sum wholly unpaid, whereby an Action hath accrued to ye Pltf at said Northampton to demand & have of ye ye said Samuel the ye Nineteen pounds 10/1 nevertheless ye ye said Samll tho often requested hath never paid ye same or any part thereof to ye Pltf or either of them but hitherto hath & still neglects it to ye Damage of ye ye said Samll David Jonn John & Jonathan Twenty five pounds

Wells et al
v
Risley

The Plt appear by Justin Ely Gentr their Attorney and ye said Samuel Risley being three times publickly called makes default of appearance in Court. Therefore it is considered by the Court that ye Plt do recover against the sd Samll Risley Nineteen pounds 10/1 of Lawfull money Debt & cost of Court taxed at Two pound 6/8 & thereof &c

The said Samll Risley afterwards now at this same Term comes here by Simeon Strong Gentr his Attorney & appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with Surities as ye Law directs for ye sd Samuels prosecuting ye appeal with effect as by said recognizance on file it appears

McClintock
v
Bragg et al
No 10

George the Third by the Grace of God King &c To the Sheriff of our County of Hampshire &c
Whereas Thomas McClintock of Ware in ye County of Hampshire yeoman before our Justices of our inferiour court of common pleas holden at Springfield within & for ye County of Hampshire on ye twentieth day of May in ye sixth year of our Reign by ye Confideration of our said Justices recovered judgment against David Brewer of Brookfield in ye County of Worcester Gentn for the sum of £13 lawfull Money Damages & Two pounds 2/11 for Costs and Charges by him about his Suit in that behalf expended whereof ye said David is Convict as to us appears of record & altho judgment thereof be rendered & Execution accordingly granted thereupon yet the same returned into ourd Court by Thomas Moor a Deputy Sheriff under Garner Chandler Esq Sheriff of ourd County of Worcester that he had made search and could not find within his Precincts ye Body of ye sd David nor his Goods or Estate whereon to levy the Execution so ye Execution above[illegible] remained wholly unsatisfied & ye sd Thomas McClintock now avers that ye sd judgment is in full force & unpaid whereof ye same Thomas hath supplicated us to provide remedy for him in ye Behalf now to ye End that justice be done. We command you to make known unto Moses Bragg yeoman & James Smith yeoman both of Brookfield in our said County of Worcester who were surities for ye said David upon ye Original process not only for his appearance but also for his abiding by & performing of ye judgment aforesaid that they be before our Justices of our sd Inferiour Court of Common pleas to be holden within and for our said County of Hampshire at Northampton on the second Tuesday of November next to shew cause if any they have wherefore the said Thomas McClintock ought not to have his Execution against them the sd Moses and James for his damages and Costs aforesaid & further to do & receive that which our said Court shall then consider & the Sheriff Returns that he summond sd Moses & James accordingly The Plt appears by Joshua Upham Gentr his Attorney and ye said Moses Bragg & James Smith being three Times publickly called to come into Court make default of appearance here Therefore it is considered by ye Court that ye said Thomas may have his Execution in due form of Law against ye sd Moses & James for sixteen pounds 12/11 of lawfull money Debt Damages & Cost of Court taxed at one pound 7/8 & thereof &c

The said Moses & James now afterwards at this same Term come here by Daniel Hitchcock Gentr their Attorney and appeal from ye judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for ye County of Hampshire on the fourth Tuesday of September next and here recognizes with Surities as ye Law directs for ye sd Moses & James prosecuting ye appeal with effect as by sd recognizance on file it appears

(16)

Deland vs Green No 11

Obadiah Dealand of Brookfield in y County of Worcester yeoman Plt vs Caleb Green of South Brimfield in y County of Hampshire yeoman deft in a plea of y case for that sd Caleb at Northampton aforesd on the Twenty ninth day of September last past by his note of that date for Value received promised said Obadiah to pay him or order £1:12 on demand with interest also for y said Caleb by his other note of that date for Value Receivd promised sd Obadiah to pay him or order One pound 16/7 on demand with interest. But refuses & neglects it To y damage of y sd Obadiah five pounds. The Plt appears by Joshua Upham Gentr his Attr and the deft being three times publickly called makes default of appearance in Court . . Therefore it is considered by the Court that y said Obadiah do recover against y sd Caleb three pounds 9/ & Cost of Court taxed at one pound 19/6 & Mittimus . Execution 31st Decemr 1766

Hitchcock adm vs Pease No 12

Caleb Hitchcock of Brookfield in y County of Worcester yeoman adm vs administrator of all & Goods Chattels rights credits wch were of Relatiah Hitchcock late of Springfield in y County of Hampshire deced Nathaniel Pease of Enfield in the County of Hampshire yeoman Deft in a plea of y Case for y said Nathaniel at said Springfield on y first day of November A 1760 justly owed said Relatiah then living three pounds 10/2 according to the account herets annexed to writ & writ . in Consideration thereof said Nathaniel promised sd Relatiah then Living to pay him on demand, Yet hath never paid it to said Relatiah whilst Living nor to said Caleb since Relatiahs Death but refuses to pay it to y Damage of y sd Caleb adms four pounds The Plt appears by Moses Bliss Gentr his Attr and the said Nathanael being three Times publickly called makes default of appearance in Court Therefore it is considered by y Court that the said Caleb do recover as aforesaid against the said Nathanael Three pounds 10/2 of Lawfull money Damages & Cost of Court taxed at One pound 7/8 & thereof . Execn id 10th June 1767

Newport & Billings No 13

Amos Newport of Hatfield in y County of Hampshire Labourer Plt vs Joseph Billings of Hatfield in y same County Gentleman deft in a plea of Trespass wherein y said Amos Complains & says that sd Joseph at sd Hatfield on y first day of December last past with force and Arms an Assault made on him y sd Amos he then and there being in our peace & him the sd Amos he y said Joseph then and there with force & arms falsely imprisoned and restrained of his Lawfull Liberty contg the aforesaid Trespass as to the false imprisonment and restraining him y sd Amos of his Liberty for y space of six months then next following & many other wrong & injuries to him the sd Amos he then & there did contrary to Law & against our peace To the Damage of y Plt Amos One Hundred pound - The Plt. appears by Moses Bliss Gentn his attorney - And the said Joseph Billing by Simeon Strong Gent. his attorney comes into Court and humbly prays the leave of this Honble Court to imparl to the next Term of y Court that he may have opportunity to make his defence & and it is granted him And the said parties accordingly have a day before the Lord the king here until the Second Tuesday of February next ensuing.

Leonard vs Jones No 14

Elipshalet Leonard of Springfield in y County of Hampshire Gentleman Plt vs Benjamin Jones of the same Springfield & County yeoman deft in a plea of y Case for that sd Benjamin at said Springfield on y twenty eighth day of March A 1765 by his note of y date for value recivd promised said Elipshalet to pay him forty five shillings and four pence on demand with interest till paid but

But neglects & refuses so to do — To ye Damage of ye said Elisphalet three pounds
The Plt appears by Moses Bliss Gent his Attorney — and the said Benjamin
being three Times publickly called to come into Court makes default of
appearance here Therefore it is considered by ye Court that the s^d Elisphalet
do recover against the said Benjamin Two pound 9/0 of Lawfull Money
Damages & cost of Court taxed at one pound 15/8 & Thereof &c ... Execon is April 27 67

Leonard
vs
Jones

John Anderson of South Brimfield in ye County of Harrpshire yeoman
Plt vs Moses Gilbert of Brookfield in ye County of Worcester yeoman deft
in a plea of the Case for that the said Moses at South Brimfield on ye twenty
eighth day of August last passed by his Note of Hand of that date for Value
Received promised ye said John to pay him ye Sum of Thirteen pounds 6/0 —
Lawfull Money within one month from ye date of said note Yet the said Moses
tho often requested has never paid said sum to the said John But unjustly
neglects to do it To the damage of ye s^d John sixteen pounds — The Plt
appears by Moses Bliss Gent his Attorney — And the deft by Joshua
Upham Gentleman his Attorney comes & defends &c and say ye Plt writ

Anderson
vs
Gilbert
No 15

aforesaid is bad & ought to be abated because he says that the s^d Plt has not
in his said Writ declared that the said Moses hath not paid any part of y^e
Sum therein declared on which he ought to have done which said Moses
by his said Attorney is ready to verify wherefore for want of a sufficient
Writ in this behalf he prays judgment of ye Writ aforesaid that the
same be abated & that he be allowed his Costs — Thereupon ye Premises being
seen & fully understood by ye Court of ye Lord ye King now here for that it appears
to the said Court of ye said Lord ye King that ye plea aforesaid of ye said Moses
is bad and not well brought it is considered that the same be and it is hereby abated —
~~and the matter thereon contained are insufficient in Law to preclude the said~~
~~John from having his aforesaid Action maintained against the said Moses~~
~~Therefore it is considered that ye said John by his plea aforesaid have~~
~~nothing but that he be in mercy~~ It is also considered that ye said Moses do recover
against ye said John one pound 2/6 of Lawfull Money allowed him with
his assent for his Costs in defending the Suit of ye said John and thereof
he may have his Execon — The said John by his Attorney appeals from
the judgment of this Court to the Superiour Court of Judicature to be holden
at Springfield within and for the County of Hampshire on ye fourth
Tuesday of September next, and he recognizes with Sureties as the Law
directs for ye said Johns prosecuting the appeal with effect as by said recognizance
on file it appears

Willington
vs
Burbank
No 16

Joseph Williston — of Springfield in ye county of Hampshire yeoman Plt vs
Timothy Burbank of Springfield in ye same County yeoman Def^t in a plea
of ye Case for that the said Timothy at said Springfield on ye eight day of August
(then) Currant by his promissory note under his hand of that date for Valuerec
promised the said Joseph to pay £4 Lawfull Money on demand Yet hath
neve paid it but neglects to do it To ye Damage of the said Joseph five pounds
The Plt appears by John Worthington ~~Esqr~~ his Attorney &c And the said —
Timothy being three Times publickly called to come into court makes default
of appearance &c — Therefore it is considered by the Court that the
said Joseph do recover against the said Timothy four pounds of Lawfull
Money Damages & Cost of Court taxed at one pound 14/8 & Thereof &c

Execon is 25th Novr 766

(10)

Cooley vs Parsons No 17

David Cooley of Palmer in y County of Hampshire yeoman Plt vs Moses Parsons late of Middletown in y County of Hartford and Colony of Connecticut Gent deft in a plea of Covenant broken for that the said Moses at Springfield in said County of Hampshire on y eighteenth day of June A 1763 by his deed of that date under his hand & Seal in Court to be produced in Consideration of thirty one pounds 10/ Lawfull Money paid him by s^d David the receipt whereof ye said Moses thereby acknowledged (he ye said Moses) did give, grant, sell & convey unto ye said David Cooley his Heirs and assigns forever one whole share or right of Land to contain one sixty-third part of ye Township (he) ye said Moses) purchased of ye Committee of this our province of ye Massachusetts Bay which Township is commonly called Number seven and lies partly in our s^d County of Hampshire and partly in our County of Berkshire in which share or right is included Lott Number Nine surveyed & laid out there & ye residue thereof is yet lying in common & undivided to have & to hold the same to ye said David & his Heirs to his & their use and behoof forever, and the s^d Moses did then & there by ye same deed covenant with ye said David his Heirs & assigns that he ye said Moses then was lawfully seized in Fee of the premises that they were free from all Incumbrances that he ye said Moses then had good right to sell & convey the same Land to s^d David and that he ye said Moses would warrant & defend the same to ye said David his Heirs & assigns forever against ye Lawfull Claims & Demands of all persons. And the said David avers & declares that at ye time of making s^d deed as aforesaid the s^d Moses was not lawfully seized in Fee of the premises, that the same were not free of Incumbrances & that the said Moses had not then or ever since Good right to sell or convey ye same to ye said David and that he the said David cannot lawfully hold or enjoy the same Land by the s^d deed And so ye said Moses hath broken his Covenant aforesaid and not kept ye same — To ye Damage of ye said David fifty pounds

The parties appear by their respective Attornies and humbly pray that this case may be continued until ye next Term and it is granted them accordingly And the said parties have a day before ye Lord ye King here until the second Tuesday of February next ensuing

Keith vs Shaw No 19

John Keith of Hartford in ye County of Hartford and Colony of Connecticut yeoman Plt vs William Shaw of Palmer in ye County of Hampshire yeoman deft in a plea of ye Case for that the s^d William at Springfield on ye twenty fourth day of August A 1765 by his promissory note in writing under his hand of that date for Valuered promised s^d John to pay him ten pounds Lawfull money on demand; yet hath never paid ye same but wrongfully detains it to ye Damage of ye s^d John fifteen pounds, — The Plt appears by John Worthington Esqr his Att^y and the deft being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by ye Court that ye s^d John do recover against the said William £10 of Lawfull money Damages & cost of Court taxed at two pound 4/6 ye Writ &c, Execution is^d 29th April 1767 Alias is^d 11th Augt 1767 for y^e

Hubbard vs Robbins No 20

Joseph Hubbard of Hadley in ye County of Hampshire Gent Plt vs Asa Robbins of Warwick in ye same County yeoman in a plea of Trespass on ye Case for that said Asa at s^d Northampton on ye twenty eight

Eighth day of June A 1763 by his note of that date for Value recivd promised one Ephraim Perry to pay him or order five pounds 12/16 Lawfull Money within twelve months from y Date with Lawfull Intrest till paid and afterwards to wit on the first day of Augt A 1763 said Ephraim by his indorsement on sd note ordered the Contents thereof to be paid sd Pltf. which sd Asa had Notice, and became liable to pay sd Contents to sd Joseph & then in Consideration thereof promised sd Joseph to pay him y same on Demand, But wholly refuses to do it, To y Damage of y said Joseph Eight pounds. The Plt appears by Simeon Strong ~~Ephm Hunttington~~ Gentr his Attorney, And the Dft Asa being three Times publickly called makes default of appearance in Court. Therefore it is considered by y Court that y said Joseph do recover against y said Asa Seven pound 7/0 of Lawfull money Damages & costs of Court taxed at one pound 12/s & Interest &c — — — — Execution is 27th Decr 1766

Hubbard v Robbins

Ephraim Kellogg of Amherst in y County of Hampshire yeoman Plt vs Noah Weld of said Amherst and County of Hampshire yeoman Dft in a plea of the Case wherein said Ephraim says that the aforesaid Noah at said Amherst on the Sixth day of October ~~instant~~ last did knowingly keep & retain a certain Brown Cow accustomed to push at pursue Gore and wound Horses which said Cow afterwards to wit on the day & year last aforesaid at Amherst aforesaid being then the proper Cow of sd Noah did so grievously push gore and wound with her Horns the sd Ephraims Grey Mare of the price of fourteen pounds then and there found to wit in said Ephraims Close in said Amherst that the same Mare instantly died in said Close To the Damage of sd Ephraim Twenty pounds. The Plt appears by Simeon Strong Gentr his Attorney And y Dft Noah by Messieurs Huntington & Bliss Gentlemen his Attornies comes and defends the force and Injury when &c and for plea saith he is not guilty in manner and form as the Plt in his declaration hath alledged & thereof puts himself on y Country and the Plt likewise — Thereupon the jurors at this Time according to the form and effect of the Statutes in this case provided returned and impanelled being demanded likewise come here, Who to say d Truth concerning the Premises being duly sworn by Samuel How their Fore=man declare upon their Oath that they find for y said Noah costs of suit Therefore it is considered by the Court that the said Noah do recover against the said Ephraim of lawfull money allowed him with his Assent for his Costs in defending the suit of the said Ephraim and thereof The said Ephraim by Simeon Strong Gentr his Att appeals from y judg=ment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the county of Hampshire on the fourth Tuesday of September next ensuing & therecognizes with Surities as the Law directs for the sd Ephraims prosecuting the appeal with effect as by sd recognizance on file it appears

Kellogg v Weld No 21

Isaac White late of Greenwich in y County of Hampshire yeoman Plt vs Joseph Ballard late of New Salem in y same County afores now resident at a place called East Hoosuck in y County of Berkshire yeoman Dft in a plea that y said Joseph

White v Ballard No 22

White vs Ballard

lender to said Isaac Two Hundred and Thirty pounds Lawfull money of our province of the Massachusets Bay in New England which to him he owed and [illegible] him unjustly detains & whereon said Isaac says the sd said Joseph at said Greenwich on sd first day of September A 1766 by his Bond under his hand & Seal of that date in Court to be produced by the name of Joseph Ballard of East Roosuck in sd County of Berkshire in sd province of the Massachusetts Bay in New England acknolegd himself bound and Obligd to said Isaac by sd Name of Isaac White late of Greenwich in sd County of Hampshire in sd province aforesaid in sd said sum of two Hundred & Thirty pounds to be paid said Isaac on demand Yet sd said Joseph tho often requested hath never paid the same but neglects it To sd Damage of sd said Isaac Two hundred & forty pounds— The plt appears by Simeon Strong Gent his Attorney and sd Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that sd Isaac do recover against the said Joseph £230: of Lawfull money Debt and Cost of Court taxed at Two pound 11/2 & thereof &c

The sd Joseph afterwards now at this same Term comes here by Daniel Hitchcock Gentleman his Attorney & appeals from sd judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for sd County of Hampshire of sd fourth Tuesday of September next ensuing. And he recognizes with Surities as the Law directs for the said Josephs prosecuting the appeal with effect as by said recognizance as on file it appears

Smith vs Goddard et al' No 23

Peter Smith of Amherst in sd County of Hampshire yeoman Plt vs David Goddard yeoman & Ichabod Dexter yeoman both of Athol in sd County of Worcester Defts in a plea of sd Case for that the sd David & Ichabod at said Amherst on sd tenth day of January A 1765 by their note of that date promised said Peter for Value recd to paytheir forty seven pounds 9/ of Lawfull money on or before sd Tenth day of January then next with interest till paid Yet said David & Ichabod tho often requested have never paid it but neglect to do it, to the damage of the sd Peter Sixty pounds The plt appears by Simeon Strong Gent his Attr And the Defts being three times publickly called to come into Court make default of appearance here Therefore it is considered by the Court that sd said Peter do recover against the sd David and Ichabod fifty two pounds 15/1 of Lawfull money Damages and Cost of Court taxed at one pound 14/9 & thereof he may have his Execn — — The said David & Ichabod afterwards now at this same Term come here by Elisha Porter Gentleman their Attorney and appeal from sd judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on sd fourth Tuesday of September next and here recognizes with Surities as the Law directs for the said David & Ichabod prosecuting sd appeal with effect as by said recognizance as on file it appears

Nash vs Jay No 24

Jonathan Nash junr of Amherst in sd County of Hampshire yeoman Plt vs Jonas Jay of Hardwich in sd County of Worcester yeoman deft in a plea of sd Case for that said Jonathan & said Jonas on the Tenth day of June A 1765 at said Amherst reconed & accounted together of & concerning divers sums of money before that time due from said Jonas to said Jonathan & then in arrear & unpaid on sd stating of which account sd said Jonas was found in arrear to said Jonathan in the sum of two pounds 19/2½ lawfull money and being so in arrear said Jonas promised sd Jonathan in Consideration thereof to pay him sd sum on Demand. Yet said

yet said Jonas has never paid it to the Damage of sd said Jonathan five pound
the Plt appears by Simeon Strong Gentr his Attorney. And the deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by the Court that the said Jonathan do recover against
the said Jonas two pound 1/2¼ of lawfull money damages and Cost of Court
taxed at One pound 14/9 and thereof &c. The said Jonas afterwards now at this same
Term comes here by Daniel Hitchcock Gentr his Attr and appeals from the judg-
-ment of this Court to the Superiour Court of judicature to be holden at Spring-
-field within and for the County of Hampshire on sd Court Tuesday of September
next ensuing and he recognizes with Surities as the Law directs for the said Jonas
prosecuting the appeal with effect as by sd recognizance on file it appears

Nash vs Fay

Isaac White late of Greenwich in sd County of Hampshire yeoman Plt vs Jonathan
Moffat of Greenwich in ye same County yeoman in a plea of sd Case for sd
whereas the said Isaac at sd Greenwich on the last day of may A 1766 was poss-
-essed of one Brass Kettle of the Value of two pounds & one Cart with sd proper
furniture to wit wheels Bands & Boxes of sd Value of Twenty four shillings and
one Hundred & fifty pounds of Flax of sd Value of eight pence per pound one
feather Bed worth forty shillings one Pigeon net worth & one fire shovel worth
& one square Table with & one wooden bottle worth 2 one Pillion worth & one
Clavis and Pin worth & as of his own goods and Chattels & being so possessed thereof
afterwards to wit on sd last day of sd last past at said Greenwich came into sd
Hands & possession of sd Jonathan by finding Nevertheless sd Jonathan knowing
all sd goods & Chattels to be sd proper good & Chattels of sd Isaac & intending sd Isaac
of all his sd goods and Chattels to defraud hath not yet delivered sd goods or any of them
to sd Isaac but thereafterwards to wit on sd last day of September all sd good & Chattels
converted & disposed to his own use & Benifit To sd Damage of sd Isaac Twenty pound
The sd Isaac by Simeon Strong Gentr his Attorney And sd said Jonathan
by Moses Bliss Gentn his Attorney come here and refer sd Case to sd final determinat-
and Award of Nathaniel Peck Gentr Luke Hitchcock Gentr & Nehemiah Kind
yeoman all of Greenwich or any two of them (Arbitrators mutually chose by
the said parties) to be made upon the premises and returned into Court as soon
as may be & the case is continued in sd meantime & the sd parties have a day before the
Lord & King here until the second Tuesday of February next ensuing —

White vs Moffat No 25

Ebenezer Harvey of Northfield in sd County of Hampshire yeoman Plt vs
Benoni Farrand of Sunderland in sd same County yeoman deft in a plea
of sd Case for that sd Benoni at sd Sunderland on the twelfth day of November —
A 1765 by his note of that date for Value rec promised sd Ebenezer to pay him six
pounds 13/6 lawfull money on demand with interest till paid But sd said Benoni
neglects & refuses to do it To the Damage of sd Ebenezer ten pounds — The Plt appears
by Simeon Strong Gentr his Attr and sd Benoni being three times publickly called
to come into Court makes default of appearance here — Therefore it is considered
by sd Court that the sd Ebenezer do recover against sd Benoni seven pound 19/10
of Lawfull Money Damages & cost of Court taxed at one pound 16/4 & thereof &c

Harvey vs Farrand No 26

Jonathan Morton of Hatfield in sd County of Hampshire Gentr Plt vs Ephraim
Smith of Athol in sd County of Worcester Gentr deft in a plea that sd Ephraim
render to sd Jonathan £ 60 lawfull money which said Ephraim owes & unjustly detains
from

Morton vs Smith No 27

(22)

Morton vs Smith

— From y^d^ Jonathan, & y^d^ Jonathan complains that y^d^ Ephraim on ye second day of August A^D^ 1764 at Northampton aforesaid by his bond dated the day & year above^s^ in Court to be produced bound himself by ye name of Ephraim Smith to^d^ Jonathan Morton in y^d^ Sum of fifty pounds of lawfull money to be paid on demand Yet^t^ d^d^ Ephraim tho often requested has never paid ye same But refuses & neglects to do it, To ye Damage of ^d^ Jonathan fifty pound — The P^lt^ appears by Elisha Porter Gent^r^ his Att^y^ and the said Ephraim being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that ye said Jonathan do recover against the ^d^ Ephraim Twenty nine pound lawful money 8/ & cost of Court taxed at one pound 12/2

Execon ^d^ 22, Novr 1766

Sartwell vs Rice No 28

Nathaniel Sartwell of Hatfield in ye County of Hampshire Yeoman P^lt^ vs Samuel Rice of Charlemont in ye County of Hampshire yeoman deft in a plea of the Case for that ^d^ Samuel at Springfield in ye County of Hampshire on the Sixteenth day of January last past by his Note of that date for Value rec^d^ promised said Nathaniel to pay him or order three pound lawfull money at or before the first day of April then next Yet^t^ said Samuel Neglects it To ye Damage of the said Nathaniel Six pounds — The P^lt^ appears by Daniel Hitchcock Gent^r^ his Att^y^ and the ^d^ Samuel being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by ye Court that the said Nathaniel do recover against the said Samuel Three pound of lawfull money Damages & cost of Court taxed at one pound 12/1 & thereof he may have his Execon

The said Samuel afterwards now at this same Term comes here by Simeon Strong Gent^r^ his Att^y^ and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing And he recognizes with Sureties as the Law directs for the ^d^ Samuels prosecuting the appeal with effect as by ^d^ recognizance on file it appears

Smith vs Bridges No 29

Samuel Smith of Hatfield in ye County of Hampshire Gentleman P^lt^ vs Daniel Bridges of Greenwich in ye same County yeoman Defr In a plea of the Case for that said Daniel at said Hatfield on ye twenty second day of July A^D^ 1766 by his note of that date for Value rec^d^ promised ye said Samuel to pay him or order the Sum of two pounds 6/8 on demand with Lawfull interest till paid Yet the said Daniel tho often requested refuses and wholly denies to do it To the damage of y^d^ Samuel Three pounds. the P^lt^ appears by Daniel Hitchcock Gent^r^ his Att^y^ And the said Daniel being three Times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that ye said Samuel do recover against the ^d^ Daniel two pounds four shillings 10/1 of lawfull money Damages and Cost of Court taxed at One pound 10/2 & thereof he may have his Execon

The said Daniel the defr afterwards at this same Term comes here by Simeon Strong Gentleman his Att^y^ and appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Daniel prosecuting ye appeal with effect as by ^d^ recognizance as on file it appears

Ledyard vs Shepard No 30

John Ledyard of Hartford in ye County of Hartford in ye Colony of Connecticut Esqr P^lt^ vs Jonathan Shepard of Westfield in ye County of Hampshire yeoman deft in a plea of the case for that the said Jonathan at Westfield on ye twenty sixth day of

Of November A 1765 by his Note of that date for Value rec^d promised s^d John to pay him or order eight pound 14/6 Lawfull Money at or before ye first day of April then next following with Lawfull interest till paid, But hath not done as in ye writ, The Pl^t appears by John Phelps Gent^r his Attorney And ye Def^t being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said John do recover against ye s^d Jonathan nine pound 4/1¼ of Lawfull Money damages and Costs of Court taxed at Two pound 2/4 & thereof &c Execⁿ ish 28th Novr 1766

{Ledyard v Shepard

Daniel Bagg jun^r of Westfield in ye County of Hampshire yeoman Pl^t vs Ahimaaz Easton of Westfield in s^d same County joiner Def^t in a plea of ye Case for that the said Ahimaaz at Westfield on ye fourteenth day of August A 1764 by his Note in writing under hand of that date for Value rec^d promised ye s^d Daniel by the name of Daniel Bagg to pay him eight pound 7/4 Lawfull Money within Ten months from ye Date of said note with interest till paid, Yet the said Ahimaaz tho often requested hath not performed his said promise but he unjustly neglects it — To ye Damage of ye s^d Daniel ten pounds — The Pl^t appears by John Phelps Gent^r his Attorney And the said Ahimaaz being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that ye s^d Daniel do recover against ye s^d Ahimaaz Nine pound 9/10 of Lawfull Money damages and Cost of Court taxed at one pound 16/2 and thereof &c — — — The said Ahimaaz afterwards now at this Term comes here & in his own person and appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within and for ye County of Hampshire on ye Fourth Tuesday of September next and he recognizes with Sureties as the Law directs for his prosecuting ye appeal with effect as by s^d recognizance on file it appears

{Bagg v Easton No 31

Ahimaaz Easton of Westfield in ye County of Hampshire joiner Pl^t vs Daniel Bagg jun^r of Westfield in the County aforesaid yeoman deft in a plea of ye Case for that ye said Daniel at said Westfield on ye last day of September last past being justly indebted to ye s^d Easton in ye Sum of Three pound 11/6 lawfull money to ballance Accounts for sundry goods, Ware, merchandizes & articles of Account therefore & time sold & delivered by ye said Easton to ye s^d Bagg at his special instance & request according to ye said Eastons Book which he is ready to produce & then & there in Consideration thereof ye said Daniel promised the said Ahimaaz to pay him ye said sum on demand. Yet the said Daniel tho often requested hath not performed his said promise, But wholly neglects to do it To ye damage of ye s^d Ahimaaz — four pounds, The parties appear by their respective Att^rs and mutually pray y^t this Case may be ~~further~~ continued until the next Term, and it is granted them And ye said parties have a day accordingly in this Court of ye Lord ye King until ye Second Tuesday of February next ensuing

{Easton v Bagg No 32

Sylvanus Percy of Westfield in ye county of Hampshire yeoman Pl^t against Widdad Fowler of Westfield in ye same County Shopkeeper Deft, who by s^d Sylvanus prays to be summoned to warrant & defend his one Messuage to wit A Mansion House barn & forty Two Acres of Land lying in Westfield being a farm commonly called and known by ye name of Whippenung lying on Westfield river and bounds at one Easterly corner of it at ye mouth of ye Brook y^t runs into ye said river there, thence extends up ye s^d river one Hundred and twenty rods & is forty rods in width at each end and extend round by ye foot of ye mountain so as

{Percy v Fowler No 34

Percy vs Fowler

So as to make ye Quantity of fifty Two acres with ye Appurtanances which Nathaniel Jaggart yeoman & James Jaggart yeoman both of Blandford in our said County of Hampshire & David Mc Murry and jane Mc Murry both of ye said Blandford Infants & Children of Gerge Mc Murry late of Blandford aforesd and & Susannah his wife who was formerly Susannah Jaggart Decd in our Inferiour Court of common pleas Claim against him ye Sd Sylvanus as the right of ye Sd Nathl James David & jane & to ye waranty whereof against them ye Sd Sylvanus in our Sd Court hath vouched ye Sd Bildad, and whereupon ye Sd Sylvanus says that ye aforesd Bildad was seized of ye Sd demanded Tenements with the appurtanances in his demean as of Fee & he being so thereof seized by ye name of Bildad Fowler of Westfield in the county of Hampshire & province of ye Massachusetts Bay in New England by his certain deed of Bargain & Sale which ye Sd Sylvanus will produce in Court ye Date whereof is ye nineteenth day of April A 1764 at Westfield aforesd on ye Sd nineteenth day of April bargained sold & confirmed to him ye Sd Sylvanus by ye name of Sylvanus Percy in ye county of Pittsfield in ye provine aforesd his Heirs & assigns the Sd demanded Tenements with ye appurtanances by ye name of one parcel of Land in ye Township of Westfield lying at a place called whippowrung Containing forty Two Acres bounded at ye Easterly corner at ye mouth of ye Brook yt runneth into ye river from thence running up ye river one Hundred & twenty rods & is in width at ye End forty rods runneth bowing round at ye foot of ye mountain so far as to make forty two ~~rods~~ Acres To have & to hold ye same with ye appurtanances to him ye said Sylvanus his heirs & assigns to his & their own proper use and Benefit & Behoof forever which deed afterwards on ye nineteenth day of April was acknowledged by the said Bildad before one of our justices of ye Peace for ye county of Hampshire and afterwards on ye Tenth day of August A 1765 was recorded at length in ye Registry of our county of Hampshire within which county ye Sd demanded Tenements do lie & ye Sd Bildad by his certain deed aforesd Obliged himself his heirs to warrant ye Sd demanded Tenements with ye Appurtanances unto him ye Sd Sylvanus his heirs & assigns forever against ye Lawfull Claims & demands of all men & for ye cause ye Sd Sylvanus says that ye Sd Bildad is held and bound to warrant to him ye Sd Sylvanus ye Sd demanded premises with ye appurtanances & he demands of ye Sd Bildad that he should warrant to him ye same Tenements with ye appurtanances against ye Sd Claims & demands of ye abovenamed Nathaniel James David jane & thereupon brings this Suit — The parties appear by their respective Attorneys and humbly pray that this Case may be continued until ye next Term, and it is granted And the Sd Parties have a further day ~~in this Court~~ before the Lord ye King here until the Second Tuesday of February next ensuing

The aforesaid Entries Judgments orders and appeals being made and entered up in manner as aforesd the said Court was adjourned without day

Attt William Williams Clerk of the said Court

Hampshire Js Anno Regni Georgii tertii Regis magnae Britaniae Franciae et Hiberniae septimo

At his majestys inferiour court of commonpleas holden at Northampton within and for the County of Hampshire by adjournment on ye last Tuesday of March being ye thirty first day of ye same month & de die in diem to ye fourth day of April 1767 — } February Sessions 1767

Present

Israel Williams Esq
Timothy Dwight Junr Esq
Thomas Williams Esq

Jury for Trials

Elisha Cook foreman
Jonathan Burchard
Enoch Clark
Ebenr Clapp
Aaron Cooke
Samuel Church
Robert Campbell
Zadock Hawks
Ebner Clap
Elijah Baker

Ye Tal

David Nash & Hadley
Elijah Hunt Northa
in ye Case Perry & Porter
Zadock Hawks off
in ye Case Newport vs Billings and
Ebenr Wells Greenfd
Wm Hartness Elham
Jona Bardwell Belcher
were on
Hartness off and the other two on in the Case Squire Dwight vs Kellogg

Benjamin Leonard Junr yeoman and Joel Ely yeoman both of Springfield in the County of Hampshire Plts vs John Townley of Hartford in ye County of Hartford and Colony of Connecticutt merchant Deft in a plea of ye case, as at large on record, the parties come here and one of ye Jurors heretofore appointed viz Josiah Dwight Esq having signified to this Court that he declines ye service of arbitrating upon ye Case therefore at ye motion of ye parties it is ordered yt Mr Lewis Bliss of Springfield be appointed in ye room of said Josiah Dwight Esq who has declined And ye award of ye said Partridge Bliss & Porter or any two of them to be made & brought into Court as soon as may be is to be final and ye said parties have a further day before ye Lord the King in this court until ye third Tuesday of May next } Ely & Leonard vs Townley

Ruth Ingersoll of Willington in ye County of Hartford & Colony of Connecticutt Widow Plts vs John Ingersoll of South Brimfield in ye County of Hampshire yeoman Deft in a plea that he render to her Sixty pounds lawfull money as at large on record & at this time Richard Ingersoll of Willington in ye County of Hartford yeoman Executor of the last will & Testament of ye said Ruth, who since ye commencement of this Action hath died, who was admitted at ye last Term to prosecute this Action now comes here by John Esq Worthington his Atty and humbly prays that this case may be further continued until ye next Term and it is granted him & the said parties have a further day before ye Lord ye King until ye third Tuesday of May next } Ingersoll Exr vs Ingersoll

Ruth Ingersoll Pltf vs John Ingersoll of South Brimfield Deft in a plea of the Case as at large on record & at this time Richard Ingersoll of Willington Executor of ye last will & Testament of ye said Ruth who since ye Commencement of the } Idem vs Idem

Ingersoll &c vs Ingersoll

Of this Suit hath dec, And who at the Last Term was admitted to prosecute this Action comes here by John Worthington Esq his Attr and humbly prays that this case may be farther continued until ye next Term, And it is considered that ye Case be further continued and ye parties have a further day before ye Lord ye King in this Court until ye third Tuesday of May next ensuing

Bedortha vs Pynchon

Joseph Bedortha of Springfield in ye County of Hampshire yeoman Plt vs George Pynchon of the same Town Gentn deft in a plea of ye Case as heretofore recorded and the said parties come here by their respective attornies and humbly pray that this Case may be farther continued under the same rule until the third Tuesday of May next ensuing And it is granted them accordingly

Hubbard vs Cook

Joseph Hubbard of Hadley in ye County of Hampshire Gentn Plt vs Elisha Cook of ye same Hadley Gentn Administrator of all ye Goods Chattels rights & Credits of Moses Cook of said Hadley Gentn Dec intestate deft in a plea of the Case as heretofore recorded The Plt appears by Simeon Strong Gentn his Attr and, The Referees to whom this Case was referred have made no award, The Plt by his said Attorney humbly prays that this case may be farther continued under the same rule until ye next Term and it is granted him accordingly

Montague & Lyman vs Lyman Esq

Moses Montague yeoman & Noah Goodman yeoman both of South Hadley in ye County of Hampshire Plt vs Gideon Lyman of Northampton in ye same county Esq deft in a plea of ye Case as at large on record. The parties appear by their respective Attornies, And the said Moses & Noah refusing to accept or receive of ye said Gideon ye Sum or Sums mentioned to be tendred in Court in his above plea & protesting that ye aforenamed Arbitrators did make no other & further award of & concerning the Premises in ye Condition specified to be performed by him ye said Gideon Say that ye plea aforesaid of ye said Gideon in manner and form above pleaded & the matters in ye same contained are not sufficient in law to preclude them ye said Moses & Noah from further having their Action aforesd against ye said Gideon and that the said Moses & Noah have no necessity nor are bound by the Law of the Land in any ways to answer to their plea in manner & form above pleaded and this they are ready to verify Wherefore for want of a sufficient plea in this Behalf the said Moses & Noah pray judgment & their debt by reason of ye Premises & their full costs of Suit to be adjudged to them And for causes of demurrer in Law in this Behalf they set down and to ye Court here express these causes following Viz. First because the said Plea traverses a Matter not any where alledged by the Plt in their declaration: to wit the Arbitrators making any other & further award than that mentioned in said Plea Also because it is confessed in ye Plea that ye said Arbitrators did make an award according to the Condition of the Bond declared on but nothing averred to be done on ye part of the deft in performance of said Award or Condition before Action brought nor any Special matter shewn why the Wholesum demanded on said Bond ought not to be recovered Also Because the said plea is uncertain not issuable & wants form; And the said Gideon says that the Plea by him above pleaded in manner and form aforesd and the matters in the same contained are good & sufficient in Law to preclude ye said Moses & Noah from having or maintaining their said Action against him ye said Gideon any further than to the time of the said Gideons bringing said Moneys mentioned in the said plea into Court and offering the same to them ye said Moses & Noah as specified in the said plea

Plea or for any further more or other monies than were brought into Court or offered to them in manner is therein expressed Which said plea and ye matters therein contained the sd Gideon is ready to verify & prove to ye Court & because the sd Moses and Noah do not answer to that plea nor the same hitherto deny, The said Gideon as before pray judgment and the said Moses & Noah may not any further have or maintain their sd Action against him ye sd Gideon or for any or further monies than the said monies brought into Court and offered to them as is expressed in the said Plea Whereupon at ye motion of ye said parties the case is continued And the said parties have a farther day before the Lord ye King in this Court until the Third Tuesday of May next ensuing

Montague et al vs Lyman Esq

Gideon Clark of Northampton in ye County of Hampshire Gentleman Pltf vs Benoni Danks of Cumberland in ye County of Cumberland in ye Province of Nova Scotia Esq Deft in a plea of ye Case as heretofore recorded — the parties appear and humbly pray that this case may be further continued until ye next Term of this Honble Court and it is considered that the case be continued accordingly

Clark vs Danks

Robert Danks late of Southhampton in ye County of Hampshire — yeoman Pltf vs Benoni Danks of Cumberland in ye county of Cumberland & Province of Nova Scotia Esq deft in a plea of ye Case as heretofore recorded the Parties appear & humbly pray that this case may be further continued until the next Term, and it is considered that the case be continued until ye third Tuesday of May next ensuing

Danks vs Eundem

John Miller of Northampton in ye County of Hampshire yeoman — Pltf vs Benoni Danks of Cumberland in ye County of ~~Hampshire~~ Cumberland and Province of Nova Scotia Esq deft in a plea of ye Case as heretofore recorded The sd parties appear and humbly pray that this case may be further Continued until ye next Term And the said parties have further a day before ye Lord ye King in this Court accordingly

Miller vs Eundem

Samuel Mather of Northampton in ye County of Hampshire Esq Pltf vs Benoni Danks of Cumberland in ye County of Cumberland & Province of Nova Scotia Esq deft in a plea of the Case as heretofore recorded and ye parties appear and humbly pray that this case may be further continued until ye next Term, and it is considered that ye said parties have a farther day before ye Lord the King in this court until the ~~Third~~ Tuesday of May next

Mather Esq vs Eundem

Calet Strong of Northampton in ye County of Hampshire Gentleman Pltf vs Benoni Danks of Cumberland in ye County of Cumberland & Province of Nova Scotia Esq deft in a plea of ye Case as heretofore recorded, The parties appear and humbly pray yt this case be farther continued until ye next Term of this Honble Court and it is granted them accordingly

Strong vs Eundem

Jonathan Clap of Northampton in the County of Hampshire yeoman Pltf vs Benoni Danks of Cumberland in ye County of ~~Hampshire~~ Cumberland and Province of Nova Scotia Esq deft in a plea of the case as heretofore recorded The Parties appear and humbly pray that this case may be continued until ye next Term of this Honble Court — and it is granted them accordingly

Clap vs Eundem

(20)

Sacket vs Danks

David Sacket of Westfield in the County of Hampshire yeoman Plt vs Benoni Danks of Cumberland in the County of Cumberland & in the Province of Novascotia Esq deft in aplea of the Case as heretofore recorded & the Parties appear and humbly pray that this Case may be farther continued until the Next Term of this Honble Court, And it is considered that the case be continued accordingly

Andrews et al vs Hamilton

Thomas Andrews & Hezekiah Leavitt both of Hingham in ye County of Suffolk Gentlemen Plts vs Robert Hamilton of Chesterfield in the County of Hampshire yeoman deft in aplea of the Case as at large on record / The said Thomas & Hezekiah being three times publickly called to come into Court and prosecute this said Action are Nonsuit and the said Robert likewise defaulted and the Action accordingly dismissed

Partridge Gibbs vs Carnahan

John Gibbs of Blandford in the county of Hampshire yeoman Plt vs Samuel Carnahan of sd Blandford in ye same County yeoman Deft in a Plea of ye Case as heretofore recorded / And the parties appear and the Referees to whom this case was refered now come into Court and report as follows viz We do report that ye sd John ye Plt do recover against the said Samuel ye deft the sum sued for being three pounds 3/4 & costs of Court with an additional Cost of One pound 19/10 for this Reference — Therefore it is considered by ye Court that the sd John do recover against ye sd Samuel three pounds 3/4 of Lawfull money Damages and Cost of Court and Reference taxed at five pound 15/ & thereof he may have his Execn &c

Perkins vs White et al

Phinehas Perkins of Granville in ye County of Hampshire yeoman Plt vs Phinehas Tinker of sd Granville yeoman and Ebenezer White of Westfield yeomen both in the County of Hampshire deft in aplea of Trespass as heretofore recorded The Plt appears by John Worthington Esq his Attorney, And says that he has a material witness in this Cause that he cannot obtain now and humbly prays leave to impart to the next Term that he may have Opportunity of bringing said Witness into Court And it is considered by the Court that ye Case be continued accordingly

Jones' Exrs vs Fowler

Benjamin Day Gentn and Margaret Jones Gentlewoman both of Springfield in in ye County of Hampshire Executors of the last will & Testament of Caneius Jones late of Springfield Gentleman dec'd Plts vs Bildad Fowler of Westfield in ye County aforesaid yeoman deft in aplea of ye Case as heretofore recorded The parties appear and because there's no award brought in by the Referees to whom this Case was refered they humbly pray that this case may be further continued under the same rule until ye next Term and it is granted them and the Case is continued accordingly

Jaggart et al vs Percy

Nathaniel Jaggait yeoman & James Jaggait yeoman both of Blandford & David M'Murry & Jane Many of said Blandford in ye County of Hampshire infants & children of George M'Murry late of Blandford aforesaid dec'd and Susannah his wife who was formerly Susannah Jaggait & is dec'd & which sd David & Jane ye infants sue by Jane Jaggait their Grandmother & next friend of sd Blandford Plts vs Sylvanus Percy of Westfield in ye County aforesaid yeoman deft in aplea of ejectment as heretofore recorded The parties appear And it is considered by the Court that ye Case be further continued until ye next Term and the said parties have day before ye Lord ye King in this Court here until ye third Tuesday of Mar[illegible]

Goodman vs Goodmans admrs

Samuel Goodman of South Hadley in ye County of Hampshire husbandman a minor under twenty one years of age who sues by Elias Lyman his Guardian Plt vs Rebecah Goodman of south hadley aforesd widow & relict of Thomas Goodman late of South Hadley dec'd & Noah Goodman of sd South Hadley yeoman admrs trators of ye Estate of sd Thomas, Defts in a plea of ye Case as heretofore recorded The parties appear And humbly praay that ye case may be farther continued under ye same rule untill the third Tuesday of May next and it is granted them

Scripture vs Jackson

Simeon Scripture of Coventry in ye County of Windham in the Colony of Connecticutt Trader Plt vs Joseph Jackson of Boston in the county of Suffolk Trucker deft in a plea of the Case as heretofore recorded The Parties appear, and Mr Jonathan Mason of Boston is appointed (in the room of William Phillips Esq who declines the service) with Thomas Gray Esq and Samuel Adams Esq to consider & award upon the matters originally submitted according to the agreement and Submission first entered into by the before named Parties such award to be returned to this Court as soon as may be and the Case is further continued under rule, And the sd Parties have a farther day before the Lord the King in this Court until ye Third Tuesday of may ~~may~~ next ensuing

Newport vs Billing

Amos Newport of Hatfield in ye County of Hampshire Labourer Plt vs Joseph Billing of Hatfield in the same county Gentr deft in a plea of Trespass as at large on record of the preceding term the Plt appears by Moses Bliss Gentleman his Attr And the said Joseph Billing by Simeon Strong Gentr his Attorney comes and defends the force & injury and says ye the said Amos Newport to his writ ought not to be answered because he says ye the sd Amos is ye proper Negro Slave of ye sd Joseph & that one David Ingersol at Springfield in ye sd county on ye fifteenth day of March A 1729 was possessed of ye sd Amos as of his own proper Negro Slave & being so thereof possessed ye said David there & there in consideration of fifty pounds sold bargained & delivered to sd Joseph ye sd Amos Newport by ye name of Jo alias Newport to hold to said Joseph forever as his property whereby sd Joseph became possessed of sd Amos Newport as of his own proper Negro Slave & by virtue of ye Sale & delivery aforesaid has ever since held & still holds ye sd Amos as his own proper Negro Slave all which ye sd Joseph is ready to verify wherefore he prays judgment of ye sd Amos Newport to his writ aforesaid ought to be answered. And the said Amos replying by his Attorney aforesaid says that notwithstanding anything by ye sd Joseph in his plea aforesaid alledged he ye sd Joseph ought to answer to his ye sd Amos's writ aforesd because he says that he ye sd Amos is a freeman & not ye proper Slave of ye sd Joseph And this he prays may be inquired of by the Country ~~&c~~ and ye sd Joseph likewise

Thereupon the jurors at this time according to ye form & effect of ye Statutes in this case provided returned and impannelled being demanded likewise come here. Who to say ye truth concerning the premises being duly sworn by Mr Elisha Cook the 1st freeman declare upon their Oath that they find for the said Joseph Billing the deft his Costs of Court

There

— — Therefore it is considered by the Court that the said Joseph Billing do recover against the said Arnos Newport Sixteen shillings & of Lawfull money for his costs in defending this suit of the said Arnos & thereof he may have his Exec

Newport vs Billing

The said Arnos in his proper person appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next And Silas Graves of Hatfield aforesaid yeoman as next friend to said Arnos recog= =nizes as principal to the said Joseph with sureties as the Law directs for the said Arnos prosecuting the appeal with effect as by said recognizance as on file it appears

Cooley vs Parsons

David Cooley of Palmer in the County of Hampshire yeoman Plt vs Moses Parsons late of Middletown in y County of Hartford and Colony of Connecticut Gentn deft in a plea of Covenant broken as at large on record of y preceding Term The parties appear & humbly pray that this case may be further continued until the next Term and it is granted them and the said parties have a day accordingly

White vs Moffat

Isaac White late of Greenwich in y County of Hampshire yeoman Plt vs Jonathan Moffatt of Greenwich in y Co County yeoman deft in a plea of y Case as here= =tofore recorded at large vide or rebord of y preceding Term, the parties appear and the Referees to whom this case was referred now come here & report as follows viz: We do award & determine that y said Jonathan pay unto y Pl Isaac three pounds 7/ and Costs of Court and Costs of this Reference being two pounds = 19/7 .... Therefore it is considered by the Court that the said Isaac do recover against the said Jonathan the sum of three pounds 7/ damages and Cost of Court and Reference in the whole allowed to be seven pounds 9/5 of Lawfull money & thereof he may have his Execon — — — Execon is 30 May 1767

Easton vs Bagg

Ahimaaz Easton of Westfield in y County of Hampshire joiner Plt vs Daniel Bagg of said Westfield in y same County yeoman deft in a plea of the Case as at large on record of the preceding Term, The said Ahimaaz being three times publickly called to come into court and prosecute his action against y said Daniel. Is Nonsuit & the said Daniel likewise defaulted and the action accordingly dismissed

Percy vs Fowler

Sylvanus Percy of Westfield in the County of Hampshire yeoman Plt vs — Bildad Fowler of Westfield in the County aforesaid Shopkeeper upon summons to warrant & in a plea as at large on record of the preceding Term, And the parties appear And the said Bildad Fowler by Simeon Strong Gentn his Atty comes into Court and says that he y aforesaid messuage (viz) the house Barn & forty two acres of Land mentioned in y Sylvanus writ by virtue of y aforesd Deed of Bargain & Sale is not held & bound to warrant because he says that after the making acknoledging & recording aforesd of y same deed to wit on the Twenty fifth day of February A D 66 the said Sylvanus being seized of said Messuage in his Demesne as of fee by virtue of y Deed aforesaid by y Name of Sylvanus Percy of Westfield in y county of Hampshire & Province of y Massachusetts Bay in New England by his certain deed of Bargain and Sale which the said Bildad

Bildad here in Court produces the date whereof is the twenty fifth day of February aforesaid at Westfield aforesaid, for the consideration of Seventy pounds bargained sold & confirmed to the said Bildad by the name of Bildad Fowler of Westfield in said Town County province aforesd Messuage & Tenements with the appurtenances by sd name of a tract or parcel of Land lying in sd Township of Westfield and at a place called Whip-
-ponung bounded at sd Easterly corner by sd mouth of the Brook that runs into the River so running up the River 120 rods and at each end forty rods in width & runs bowing round at the foot of sd Mountain so far as to contain forty acres, to have and to hold sd same with the appurtenances to said Bildad his Heirs & assigns to his & their proper use as an absolute Estate of Inheritance in Fee simple forever which last said deed afterwards to wit on the same twenty fifth day of February aforesaid was duly ac-
-knowledged by said Sylvanus before one of his Majesties justices of the Peace for said County of Hampshire & afterwards to wit on sd nineteenth day of May A 1766 was recorded at length in the Regestry of said County of Hampshire wherein said lands do lye and the said Sylvanus by his certain deed aforesaid Obliged himself & his Heirs to warrant sd said demanded Messuage & Tenements to him sd said Bildad Fowler his Heirs & assigns for ever against all lawfull Claims of all men whereby the sd Bildad became seized of said demanded Messuage & lands with sd appurtances in his demesne as of Fee & after sd making acknowledging & recording sd Deed last aforesaid in manner & form aforesd The said Sylvanus entred into sd same messuage & Tenement & there of unjustly disseized sd said Bildad which estate so obtained by sd aforesaid disseizin the said Sylvanus at the day of the purchase of said Sylvanus writ did continue to hold and still (continues to) hold and not by virtue of the deed made and executed to him by said Bildad in manner aforesaid and this sd said Bildad is ready to verify wherefore he prays judgment if the said Messuage held by Disseizin as aforesaid and not by Virtue of the said Bildads aforesaid feoffment he is holden or bound to warrant to said Sylvanus by virtue of his Deed aforesaid

Percy vs Fowler

And the said Sylvanus (A) in his proper person and prays Oyer of sd Deed averred in the foregoing plea of the said Bildad, to have been made to the sd Bildad by sd Sylvanus & it is read unto him in these words. Know all men by these presents that I Sylvanus Percy of Westfield in the County of Hampshire & province of the Massachusetts Bay in New England in Consideration of sd just sum of Seventy pounds to me paid before the delivery hereof by Bildad Fowler of Westfield in said Town County & province have given granted bargained sold & do by these presents give grant bargain sell alien & fully, freely and absolutely convey & confirm unto him sd Bildad Fowler his Heirs and assigns forever. A tract or parcel of Land lying in sd Township of Westfield & at a place called Whipponung Bound

Percy
vs
Fowler

Bounded at the Easterly corner by the mouth of the Brook that runs into the River so running up the River 120 rods and at each end forty rods in width and run Bowing round at the foot of the Mountain so far as to contain forty two acres to have and to hold the said granted and bargained premises together with all their appurtenances free of all incumbrances whatsoever to him the said Bildad Fowler his Heirs & assigns as an absolute estate of inheritance in fee simple forever. And I the said Sylvanus Percy for myself Heirs Executors administrators do covenant & engage ye above demised premises to him the said Bildad Fowler his Heirs and assigns against the lawfull Claims and demands of any person or Persons whatsoever forever hereafter to warrant secure & defend by these presents. In Witness whereof I do hereunto set my Hand and Seal this twenty fifth day of February A^D 1766 and in the sixth year of the reign of our Sovereign Lord George the third by ye Grace of God King &c signed seald & delivered in presence of ..... Sylvanus Percy (seal)
John Ballantine. Eldad Taylor, Hampshire ss Feby 25 1766 Received of Bildad Fowler aforesd ye Consideration above mentioned X Hampshire ss Feby 25 1766 then
X by Sylvanus Percy
Sylvanus Percy above named personally appeared & owned the above written Instrument to be his free Act and Deed — Eldad Taylor Just. Pacis which being read and heard the said Sylvanus says that he ought not to be debarred from having his said Action against the said Bildad for warranty of the said demanded premises to him the said Sylvanus against the demands of the said demandants maintained by any thing in the foregoing plea of the said Bildad contained because he says that the said deed mentioned in ye said plea and therein averred by the said Bildad to be the deed of the said Sylvanus is not his Act and deed and this he prays may be enquired of by the Country And the said Bildad likewise — — — Thereupon the jurors at this time according to the form and effect of the statutes in this case provided returned & impanelled being demanded likewise come here Who to say the truth concerning the premises being duly sworn by Mr Elisha Cook their foreman declare upon their Oath that they find the deed mentioned in the said Bildads plea and therein averred by the said Bildad to be the deed of the said Sylvanus is not the act and deed of the said Sylvanus & therefore find for the said Sylvanus costs of Court

Therefore it is considered by the Court that the said Sylvanus do recover against the said Bildad ~~Costs~~ — — — — Costs of Court taxed at
Taxed at
And there of he may have his Execon

The said Bildad by his Attorney aforesaid appeals from the judgment of this court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth — Tuesday of September next ensuing and he recognizes with Surities as the law directs for the said Bildads prosecuting the appeal with effect as by said recognizance on file it appears

Squire ap^t
vs
Kellogg

Ezekiel Squire of Amherst in the County of Hampshire Miller Appelant
vs Ephraim Kellogg Junr of said Amherst in the same County yeoman deft
Appelle from the judgment of Josiah Chauncey Esqr one of his majestys
justices of the peace for the County of Hampshire at a trial before him and
second day of February in the seventh year of his Majestys Reign A^o 1767
at which trial the said Ephraim was Plt and the said Ezekiel deft in a plea of
Tresspas on the case whereon said Ephraim complains & says that whereas
the said Ezekiel on ye seventh day of January current and for one year then last
past & ever since hitherto was and yet is a common Miller & for that whole
time has & yet does use & exercise at said Amherst ye employment of grinding
Wheat and other grain into flour for divers of his majesties Leige subjects
and of seperating said flour when so ground from ye Bran belonging to &
intermixed with ye same by Botting and whereas ye said Ezekiel on y^e
said seventh day of January aforesaid & for one whole year before and after-
hitherto was used and accustomed to take and receive into his Mill standing
on Fort River in said Amherst called ye lower Mill otherwise Pelatiah Smiths
Mill Bags of Wheat and other grain of his majestys subjects empty Bags
for the receiving the Bran when seperated as aforesaid safely and securely to
keep the same in his Mill aforesaid and to grind ye Wheat & other grain into
flour & by botting to seperate s^d flour from ye Bran thereof, therewith inter-
-mixed & reposit ye same flour & Bran so seperated from each other into different
and seperate Bags and safely & securely to keep s^d flour Bran & Bags within
his said Mill as well after grinding seperateing and repositing as aforesaid
as before for a reasonable time & until ye owners thereof should have a convenient
opportunity to take & carry off the same from said mill and thereto deliver ye same to
the owners thereof when requested thereto except such part thereof as said
Ezekiel should take as his Toll for his care & trouble in ye Premises for a rea-
-sonable and lawfull Toll to be Taken by said Ezekiel out of said grain & flour
for his grinding botting repositing and safe keeping aforesaid: And
also whereas the said Ephraim before the said seventh day of Jany current
viz) on the first day of ye same day of Jany at said Amherst did carry and
deliver to said Ezekiel at s^d Ezekiels special instance & request six Bags full
of Wheat each Bag containing two Bushels of Wheat all said Ephraims
property said Wheat to be ground into flour and the flour made thereof to be
Bolted and seperated from the Bran thereof in manner aforesaid & s^d Bran
& flour after being seperated to be reposited into different Bags, and whereas
s^d Ephraim did also then and there deliver to said Ezekiel at said Ezekiels special instance
and request four other empty Bags of said Ephraims for the receiving the
s^d Bran when seperated as afores^d; all s^d Wheat Bags Flower Bran and empty
Bags to be safely & securely kept by said Ezekiel within his Mill aforesaid for
a reasonable time & until said Ephraim might conveniently come and carry
away the same after ye grinding botting & repositing aforesaid for a reasonable

&

Squire Appⁿ vs Kellogg

And lawfull Toll of said Ephraims out of said Wheat and flour by the said Ezekiel therefore to be had & that w^d said Ezekiel at said Amherst on w^d same seventh day of January aforesaid the said Bags of Wheat (viz) six Bags and twelve Bushels of Wheat therein contained and said four new Empty Bags: To grind into flour said Wheat and to bolt and seperate said flour from w^d Bran thereof & to reposit said flour & Bran into different and seperate Bags & safely and securely to keep said Wheat Bags Flour Bran & empty Bags, both before & after w^d Grinding, Bolting seperating & repositing aforesaid and until said Ephraim should have Convenient Time to take and carry off the same so that no Damage should come to said Bags, Wheat, flour Bran or empty Bags by rain or water or any other means whatsoever during his said Custody thereof: of said Ephraim into the said Ezekiels Mill aforesaid had & received and y^t afterward (viz) on w^d seventh day of January current the said Ezekiel had ground into flour Ten Bushels of w^d same Wheat Part thereof remaining yet unground in said Mill and had also bolted & seperated said flour made thereof from the Bran thereof and had reposited said flour so made and seperated as aforesaid into four of w^d said Ephraims said Bags. Nevertheless the said Ezekiel contriving & intending to deceive and defraud s^d Ephraim did not safely and securely keep said flour made from s^d Ephraims s^d Wheat and bolted seperated & reposited in said Bags as aforesaid nor the said Bags containing the same flour nor the empty Bags for the receiving w^d Bran as aforementioned but w^d same empty Bags & Bags of flour then & there to wit at said Amherst on said seventh day of January aforesaid and before said Ephraim had reasonable time to take and carry away w^d same from said Mill did so carelessly negligently & improvidently keep y^t by means thereof & by w^d rising of the Water of w^d Fort River the s^d four empty Bags of w^d Value of three shilling. each were carried away by force of the Stream of w^d same river & thereby wholly lost and w^d said four Bags full of w^d said bolted flour made of said Ephraims Wheat aforesaid were wholly surrounded & covered with the Water of said river whereby two Hundred pounds of w^d same flour of w^d Value of Thirty shillings became wet & was thereby made wholly useless and the s^d four Bags containing w^d same of w^d Value of three shillings each were greatly hurt and damnified and w^d Ephraim was put to great cost & labour. And trouble in seperating that part of w^d s^d flour contained in s^d Bags which remained dry from that part thereof which was wet and rendered useless as aforesaid all which is to the damage of w^d Ephraim as he saith the sum of Forty shillings and at which Trial — The Pl^t appeared by Simeon Strong Gen^r his Attorney and w^d Deft likewise by Elisha Porter Gen^r his Att^y and pleaded and for plea said that he was not guilty in manner & form as w^d Pl^t in his within declaration hath thereof alledged against him and thereof may put himself upon trial by w^d said justice & w^d Pl^t likewise

The

The parties being heard and the pleas on both sides carefully consi-
-dered the said justice found the said Ezekiel guilty according to the Pltfs
declaration, it was thereupon considered by said justice that Pl said Ephraim recover of said Ezekiel Pl sum of Thirty shillings Damages & one pound one shilling allowed him by said Justice for his Costs .... After which Pl deft appeals from Pl judgment of that Court to Pl Superiour Court of common pleas next to be holden at Northampton within & for the County of Hamps-
-shire on Pl second Tuesday of February then current & he recognized with
a surity as the Law directs to prosecute his appeal with effect ~~as by~~
~~said recognizance on file appears~~ and now come here the said
parties by their respective attornies before named and are at Issue
on the Plea above mentioned - And thereupon the Jurors at this time
according to Form and effect of the Statutes in this case provided returned
and impanelled being demanded likewise come here, Who to say the truth
concerning the Premises being duly sworn by Mr Elisha Cook their
foreman declare upon their Oath that they find Affirmation of the
former judgment in part, viz for seventeen shillings and four pence
Damages and Cost of Court ~~~ Therefore it is considered by the Court
that the said Ephraim do recover against the said Ezekiel Squire the sum
of seventeen shillings & four pence of Lawfull money Damages and Cost
of Court taxed two pound 18/ & thereof he may have his Execn

Squire
appt vs
Kellogg
appee

Joel White of Bolton in the county of Hartford & Colony of Connecticutt Gentn
Plt vs Thomas Gibbs of Greenwich in Pl County of Hampshire yeoman deft
in a plea of Pl case for that the Pd Thomas at Greenwich aforesd on the eighteenth
day of August last past by his promissory Note of that date for Value there rec
promised one Solomon Bottwood to pay him or order Six pounds 4/11 in one-
Month from the date of Pd Note with Interest till paid, which note said Solomon
Bottwood by his indorsement on Pl Back of Pd Note subscribed afterwards to wit
on the twelfth day of Jan.y current at Springfield indorsed over to Pd Joel
the Contents of Pd Note then wholly due & unpaid to be paid to Pl Plt or order
Value received whereof Pl said Thomas instantly had notice and became liable to pay it
and in Consideration thereof promised Pl Plt to pay him Pl Contents of Pl
same Note, Yet Pl Pd Thomas tho often requested has never paid Pl Sum or interest
but wholly Neglected it to Pl Damage of Pd Joel White Ten pounds as in Pl Writ
The Plt appears by Justin Ely Gentleman his Attorney And the said
Thomas being three times publickly called to come into Court makes
default of appearance here Therefore it is considered by the Court
that the said Joel White do recover against Pl said Thomas Gibbs
Six pound nine Shillings and six pence of lawfull money -
Damages & Cost of Court taxed at two pound two Shillings and
six pence and thereof he may have his Execn

White
vs
Gibbs
No 2

After Defdt now at this same term comes here Pd
Thomas by Simeon Strong Gent his attorney
and appeals from the Judgment of this Court
to the Superiour Court of Judicature to be holden at
Springfield in & for Pd County of Hampshire on Pl second
Tuesday of Sept next & recognizes with sureties &c
& Pltf prays for Pd Thomas's prosecuting Pd appeal
with effect and Pl Pltf [illegible]

(36)

Lyman Ed
vs
Searls
No 3

Gideon Lyman of Northampton in y County of Hampshire Esq pltf vs Isaac Searls of Williamstown in the county of Berkshire Gentn deft in a plea of the case for that said Isaac at said Northampton on the twenty third day of August last past by his Note of hand of that date for Value received promised the said Gideon to pay him or his order Twenty seven pounds Six Shillings worth in good fat neat Cattle D° Cattle to be delivered to D° Gideon at Pittsfield in said county of Berkshire by the fifth day of November then next ensuing the date of said note, at the com: =mon Market price with interest for the same from the date of said note till paid, Yet said Isaac tho often requested & especially on y fifth day of November hath never delivered the same Cattle to D° Gideon tho D° Gideon hath been always there at D° Pittsfield ready to receive them, or any way satisfied said Gideon for the same or any part of said Sum but unjustly neglects & refuses to do it to the damage of the D° Gideon £30 — The Plt appears by Daniel Hitchcock Gentleman his Attorney and the said Isaac being three Times publickly called makes default of appearance in Court, Therefore it is considered by the Court that the said Gideon do recover against y° Isaac Twelve pound 9/1 of Lawfull Money Damages and Costs of Court taxed at one pound 14/0 & thereof &c — — Afterwards now at this same Term the said Isaac comes here by Simeon Strong Gent his Attorney and appeals from y judgment of this Court to the Superiour court of judicature to be holden at Springfield within and for the county of Hampshire on y fourth Tuesday of September next ensuing & he recognizes with sureties as y Law directs for y° Isaacs prosecuting the appeal with effect as by said recog: =nizance on file it appears

Lyman Ed
vs
Searls et al
No 4

Gideon Lyman of Northampton in y County of Hampshire Esq/ vs Isaac Searls of Williamstown in the County of Berkshire Gentl and Asa Alger of Townsend in the county of Cumberland & province of Newyork Gentn defts in a plea of the Case, for that y° Isaac & Asa at D° Northampton on y Thirteenth day of August A 1765 by their Note of Hand of that date for Value receive promised the D° Gideon to pay him the sum of Twenty Eight pounds sixteen shillings lawfull money on demand with interest for the same till paid — Yet said Isaac & Asa tho often requested have never paid the same or any part thereof but unjustly neglect it — to the damage of the said Gideon £30 The Plt appears by Daniel Hitchcock Gentn his Attr and the said Isaac & Asa being three Times publickly called to come into Court make default of appearance here Therefore it is considered by the Court that y° Gideon do recover against the said Isaac & Asa Thirty pound 4/9¼ of lawfull money damages & cost of Court taxed at one pound 14/0 & thereof &c

The said Isaac & Asa afterwards now at this same Term com here by Simeon Strong Gentn their Attr and appeal from y Judgment of this Court to y Superiour Court of judicature to be holden at Springfield within and for y County of Hampshire on y fourth Tuesday of September next ensuing And he recognizes with surities as y Law directs for y° said Isaac & Asa prosecuting y appeal with effect as by said recognizance on file it appears

Bildad Fowler of Westfield in the county of Hampshire yeoman Plt vs Nathaniel Spring lately of Simsbury in w County of Hartford & Colony of Connecticutt yeoman deft in aplea of the case for that the said Nathaniel at said Northampton on the last day of September last past being justly indebted to w said Bildad in w sum of ten pounds 14/3/2 lawfull money to Ballance Acct for sundry Goods Wares Merchandizes sold & delivered to the said Nathaniel at his special instance & requet according to the account annexed in the Writ and in consideration thereof promised sd Bildad to pay him w same on Demand, Yet said Nathaniel hath never performed his promise but neglects it to ye damage of sd Bildad £12 — The Plt appears by John Thelps Gentr his Attr And the said Nathanid being three tirnes publickly called to come into court makes default of appearance here

Therefore it is considered by w Court that w Bildad do recover against w the said Nathaniel Ten pound 14/3/2 of lawfull money damages & cost of Court taxed at one pound 7/3 & thereof &c —— Execon ij 11 May 1767

Fowler v Spring No 5

Margaret Ashley of Westfield in w County of Hampshire Gentlewoman Plt vs Jonathan Whaples of Tyringham in the County of Berkshire yeom deft in aplea of w Case for that the said Jonathan at said Westfield on w third day of May last past by his note promised the said Margaret to pay her or order two pound 13/ lawfull money on demand with interest till paid But he wholly denies to do it to w damage of said Margaret three pound as in w Writ The Plt appears by John Thelps Gentr her Attr And the said Jonathan being three Tirnes publickly called makes default of appearance in Court —— Therefore it is considered by the Court that w said Margaret do recover against w sd Jonathan two pound 18/7½ of lawfull money damages & costs of Court taxed at one pound 19/7 & thereof &c Execon is 12th Sept 1765

Ashley v Whaples No 6

George Monilaws of Hartford in the County of Hartford and Colony of Connecticutt yeoman Plt vs Thomas Davison lately of Hartford in w same County & Colony aforesaid Trader deft in aplea of w Case for that w Thomas at Northampton on w last day of October last past being justly indebted to the said George in the sum of fourteen pounds 13/11 Lawfull money for sundry Artieles of Act & Labour done there before that time by w sd George at w special instance & requet of w sd Thomas according to w Act annexed to the Writ & then & there in Consideration thereof w sd Thomas promised sd George to pay to him sd Sum on demand, Yet w said Thomas tho often requested hath not performed his said promise But he wholly denies to do it to the damage of sd George Monilaws twenty pounds —— The Plt appears by John Thelps Gentr his Attorney and humbly prays that w case may be continued until the Next Term that he may have Opportunity to produce w Evidence of w service of his Writ —— And it is considered that the case be continued accordingly and the said parties have a day before the Lord the King this Court until the Third Tuesday of May Next ensuing

Monilaws v Davison No 7

(30)

Fowler vs Colcon
No 8

Samuel Fowler of Westfield in y County of Hampshire yeoman Plt vs Charles Colton of Springfield in y same County yeoman deft in a plea of the Case for that the s^d Charles at Westfield in y Month of January A^o 1766 bought and receivd of s^d Samuel three fat Oxen & the said Charles agreed to pay s^d Samuel in Consideration therefor £20 lawfull money & then & there ye s^d Charles in Consideration aforesaid promised s^d Samuel to pay him said Sum within one Month from January and also for that ye s^d Charles at s^d Westfield on ye last day of Decem^r last past being justly indebted to said Samuel in ye Sum of twenty pounds Lawfull money for three fat Oxen before that Time sold & delivered to ye s^d Charles by ye s^d Samuel at his special instance & request & in Consideration therefor promised said Saml to pay him ye same on demand, Yet the said Charles tho often requested hath not perfeirmed his promises & avoid, to the damage of s^d Samuel £25 as afores^d The Plt appears by John Phelps Gent^r his Att^r and the s^d Charles being three times publickly called to come into Court makes default of appearance Therefore it is considered by the Court that ye s^d Samuel do recover against ye s^d Charles £20 of lawfull money Damages & cost of Court taxed at one pound 15/5 and therefor he may have his Execon ——— Execon iss 6th Novr 1767

Elsworth vs Bisel
No 9

John Elsworth of Windsor in y County of Hartford & Colony of Connecticut Gent^r Plt vs John Bisel lately of ye same plac county & Colony aforesaid Cordwainer now leiding in Palmer in y County of Hampshire deft in a plea of ye Case for that said John Bisel at said Northampton on the twenty sixth day of jan^y 1764 by his Note of ye date for Value rec promised s^d John Elsworth to pay him five pounds 1/1 lawfull money on demand & with interest till paid yet ye s^d John Bisel hath not paid it but neglects & refuses to do it as in ye Writ to the damage of ye s^d John Elsworth £o .... The Plt appears by Moses Bliss Gent^r his att^r, and ye deft being three times publickly called makes default of appearance in Court —— Therefore it is considered by ye Court that the P^l John Elsworth do recover against ye s^d John Bisel Six pounds 10/5 3/4 of lawfull money damages & cost of Court taxed at two pound 1/8 & thereof &

Execon is 29th April 1767

Pratt vs Rickcox
No 10

Phinehas Pratt of Granville in the County of Hampshire Gent^r Plt vs. Stephen Rickcox of ye same Granville aforesaid County, Yeoman deft in a plea of the case for that said Stephen at Northampton on ye eighth day of November Anno Domini 1764 by his Note of that date for Value received promised said Phinehas to pay him ye sum of eight pounds lawfull money on demand together with lawfull interest for ye same till paid Yet s^d Stephen tho often requested hath never paid s^d Phinehas ye same or any penny thereof but hitherto hath & still neglects & refuses to pay him ye same, to ye damage of s^d Phinehas £9 The Plt appears by Moses Bliss Gent^r his Att^r and ye deft being three times publickly called makes default of appearance in Court. Therefore it is considered by the Court that ye s^d Phinehas do recover against ye s^d Stephen £9: 2: 9: 2 of lawful money damages & cost of Court taxed at £1: 19: 4 & thereof &c —— The said Stephen afterwards now at this Term comes by John Phelps Gent^r his Att^r & appeals from ye judgment of this Court to the Superiour court of judicature &c to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of Septr next & he recognizes with suritie as ye Law directs for ye s^d Stephen prosecuting ye appeal with effect as by recognizance on file it appears

Blis vs Rickcox No. 11

Jedediah Blis of Springfield in y County of Harrpshire Gentn Plt vs Stephen Hickcox of Granville in said County yeoman deft in a plea of y Case for that said Stephen at said Springfield on the fourth day of May anno Domini 1765 by his note of that date for Value received promised said Jedediah to pay him or his order £10 lawfull money by y first day of March then next together with lawfull interest for y same from and after said time of payment till paid yet sd Stephen tho often requested hath never paid sd Jedediah y same or any penny thereof but hitherto hath & still neglects & refuses to do it, To the damage of the said Jedediah Nine pounds — The Plt appears by Moses Blis Gentn his Attr And y sd Stephen being three times publickly called to come into Court makes default of appearance here: therefore it is considered by the Court that the said Jedediah do recover against the said Stephen nine pound 1/9 of lawfull money damages & Cost of Court taxed at one pound 16/4 & thereof

After all which the said Stephen comes here by John Phelps Gentleman his attorney & appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for y County of Harrpshire on y fourth Tuesday of September next ensuing & hereunto gives with Surities as the Law directs for the said Stephen prosecuting the appeal with effect as by sd recognizance on file it appears

Hubbard vs Alvord No 12

Joseph Hubbard of Hadley in y County of Harrpshire Gentleman Plt vs Elijah Alvord of South Hadley in y same County yeoman deft in a plea of the Case, for that said ~~Elijah~~ Elijah at said Hadley on y thirty first day of July AD 1766 by his Note for Value received promised sd Joseph to pay him or his order three pounds 17/3 Lawfull money on Demand with interest till paid Yet said Elijah tho often requested neglects to pay as in y Writ to y damage of y sd Joseph five pounds — The Plt appears by Simeon Strong Gentn his attr and y sd Elijah being three times publickly called makes default of appearance in Court - - - Therefore it is considered by the Court that the sd Joseph do recover against the sd Elijah four pound 0/4/4 of lawfull money damages and Cost of Court taxed at one pound 7/4 & thereof &c, Execon if not paid Feby 1760

Idem vs Bartlit No. 13

Joseph Hubbard of Hadley in the County of Harrpshire Gentn Plt vs Nathaniel Bartlit of South Hadley in y same County yeoman deft in a plea of the Case for that sd Nathaniel at sd Hadley on y fifteenth day of March AD 1762 by his note of yt date for Value rec promised sd Joseph to pay him or his Order six pounds 6/ lawfull money on demand with interest till paid Yet sd Nathaniel hath never performed his promise but neglects it: To y damage of y sd Joseph ten pounds - - - The Plt appears by Simeon Strong Gentleman his Attorney, and y deft being three times publickly called to come into Court makes default of appearance in Court

Therefore it is considered by the Court that the sd Joseph do recover against the sd Nathaniel eight pound 2/8/2 of lawfull money damages & Cost of Court taxed at one pound 7/3 & thereof he may have his Execon . . . Execon if not Feby 1760

Higgins vs Ward No: 14

Joseph Higgins of Hardwick in the County of Worcester yeoman Plt vs Daniel Ward of Deerfield in ye County of Hampshire yeoman deft in a plea of the Case for that said Daniel at Springfield on ye fourth day of May A: 1764 by his Note of that date for Value rec[d] promised said Joseph to pay three pounds Lawfull Money within eight months from ye date of said Note and from that time with interest till paid Yet said Daniel hath not paid the same or any part thereof but neglects to do it as in ye Writ &c The Plt appears by Simeon Strong Gent[r] his Attorney And the deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Joseph do recover against the said Daniel Three pounds 0/4 of Lawfull Money Damages & Cost of Court taxed at one pound 16/4 & thereof &c ... Excon if[d] 18th Oct[r] 1767

Lynchon vs Hall No: 15th

George Lynchon of Springfield in the County of Hampshire Gentleman Plt vs Benjamin Hall of Enfield in ye same County yeoman deft in a plea of the Case. for that said Benjamin at Springfield by his promissory Note for Value rec[d] promised said George to pay him two pounds 18/3 Lawfull money on demand with Lawfull Interest till paid as in ye Writ ... The Plt appears by John Worthington Esq[r] his Attorney; and the said Benjamin being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said George Lynchon do recover against the said Benjamin two pound 18/5½ of lawfull money damages & Cost of Court taxed at one pound 16/ and thereof he may have his Excon Excon if[d] 29th April 1767

Cooley vs Bragg No: 16

Abel Cooley of Springfield in ye County of Hampshire yeoman Plt vs Moses Bragg of Brookfield in ye County of Worcester yeoman deft in a plea of the Case for that said Moses at Springfield on the seventeenth day of April A: 1765 by his promissory Note for Value rec[d] promised one John Wyman to pay him or order within six months after ye date of s[d] note two pounds lawfull money with Lawfull interest till paid, & afterward (viz) on ye same seventeenth day of April at s[d] Springfield s[d] John Wyman by his indorsement on ye Back of said note for Value received ordered ye Contents of ye said Note, to be paid to s[d] Abel or his order of all which ye s[d] Moses had notice instantly, And then & there in Consideration thereof promised s[d] Abel to pay him the same &c as in the Writ ... The Plt appears by John Worthington Esq[r] his Att[y], And ye s[d] Moses being three times publickly called makes default of appearance in Court ... Therefore it is considered by the Court that the said Abel do recover against the said Moses five pound 11/0 of Lawfull money Damages & cost of Court taxed at one pound 16/4 & thereof &c ... Excon if[d] 29th April 1767

Lynchon vs Underwood No: 17

George Lynchon of Springfield in the County of Hampshire Gent[n] Plt vs William Underwood of Sandisfield in the County of Berkshire yeoman Benjamin Horton late of Springfield in ye County of Hampshire yeoman and Gideon Horton of Springfield aforesaid yeoman Def[ts] in a plea of the Case for that said William Benjamin & Gideon

at

— At said Springfield on the sixteenth day of May A. 1765

by their promissory note in writing under their hands of that date for Value rec^d promised the said George Pynchon to pay him or order the Value of twelve pounds 1/3 in Neat Cattle at or before the twentieth day of October A. 1766 at the dwelling house of Silly Lice in said Springfield with lawfull interest for said Sum till paid, & the s^d George hath always been ready there to receive s^d Cattle; yet s^d William Benjamin & Gideon or either of them have never delivered s^d Cattle nor any way fullfulled their s^d promise but neglect to do it, to the damage of s^d George Eighteen pounds: The P^tff appears by Solomon Worthington, Esqr his Attorney and the Defts being three Times publickly called to come into Court make default of appearance here ... Therefore it is Considered by the Court that the s^d George do recover against the s^d William Benjamin & Gideon fourteen pound 6/8 of Lawfull money Damages & cost of Court taxed at Two pound 3/4. & thereof &c ....

Pynchon v Underwood et al

After all which the s^d William Benjamin & Gideon come here by Moses Bliss Gen^r their Att^r and appeal from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Surities as the Law directs for the s^d William, Benjamin & Gideons prosecuting the appeal with effect as by said recognizance on file it appears

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John Worthington of Springfield in the County of Hampshire Esqr P^tff vs Job Alvord of said Springfield in the same County Gen^r defend^t in a plea of the Case for that said Job at said Springfield on the fourteenth day of December A. 1761 by his promissory Note for Value rec^d promised the s^d John to pay him three pounds 10/ on demand &c as in writ, The P^tff appears in his own proper person, And the said Job being three times publickly called makes default of appearance in Court

Worthington v Alvord 172 3 No. 10

Therefore it is considered by the Court that the said John do recover against the s^d Job four pound 13/1¼ of lawfull money damages & cost of Court taxed at one pound 13/4 & thereof &c ... Execution is 28th July 1767

Samuel Olcott of Hartford in the County of Hartford and Colony of Connecticutt yeoman P^tff vs Eleazer Nash of South Hadley in the County of Hampshire yeoman Deft in a plea of the Case for that the s^d Eleazer at said South Hadley on the twenty ninth day of May A. 1762 by his promissory note in writing under his hand of that date for Value rec^d promised said Samuel to pay him or order twenty one pounds 12/ within three months from the date of said Note with lawfull interest from said Time of Payment till the same should be delivered at a place called

Olcott v Nash, Lord No. 191 24

Olcott
vs
Nash

South Hadley on the ninth day of June A 1763 by his other promisory note in writing under his hand of that date for Value Recd promised said Samuel to pay him or his order in three months after the date of said Note Twenty two pounds 4/ with lawfull interest from sd date sd Time of payment till paid, Yet the said Eleazer tho often requested hath never paid either of said Sums or any part thereof but unjustly neglects to do it - to the damage of sd Samuel Fifty pounds

The Pltf appears by John Worthington Esq his Attr and the said Eleazer being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Samll do recover against sd Deft Forty eight pound 13/10 of lawfull money damages and Cost of Court taxed at two pound 19 & thereof &c

After all which sd Eleazer now at this Term comes here by Moses Bliss Gentn his Attorney and appeals from sd judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as ye law directs for sd Deft prosecuting the appeal with effect as by sd recognizance on file it appears

Idem
vs
Goodman
No 20

Samuel Olcott of Hartford in the County of Hartford and Colony of Connecticutt yeoman Pltf vs Noah Goodman of South Hadley in the County of Hampshire yeoman deft in a plea of the case for that the said Noah at said South Hadley on ye eleventh day of Octr A 1764 by his promisory note in writing under his hand of that date for Value Recd promised the sd Samuel to pay him or his order fourteen pounds 15/5 lawfull money in three months from sd date of sd note with lawfull interest from the sd Time of sd payment till paid .. Yet said Noah tho often requested hath never paid the same or any part thereof but unjustly neglects it to ye damage of the said Samuel Twenty pounds .... The parties appear by their respective Attorneys and humbly pray that this case may be continued untill the next Term and it is considered by ye Court that the said parties have a further day before the Lord ye King in this Court here untill the third Tuesday of May next ensuing

Term
vs
Ward
No 21

Samuel Olcott of Hartford in the County of Hartford & Colony of Connecticutt yeoman Pltf vs Job Alvord of Springfield in sd County of Hampshire Gentn Deft in a plea of the Case for that said Job at said Springfield on ye last day of November A 1764 being justly indebted to the sd Samuel ye Sum of Ten pounds 2/8½ to ballance Book accounts according to sd annexed Act & then and there in Consideration thereof promised sd Samuel to pay him on demand &c as in the Writ, The Pltf appears by John Worthington Esq his Attorney and the Deft being three Times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said Samuel do recover against sd Job Ten pound 2/8½ of lawfull money damages and Cost of Suit by sd Case for Trial ... Continued — to April 1767 at

John Olcott of Hartford in the County of Hartford & Colony of Con= =necticutt yeoman Plt vs Eleazer Nash of South Hadley in the County of Hampshire yeoman deft in a plea of the case for that sd Eleazer at sd South Hadley on the Twenty second day of August AD 1765 by his promi= =sory note in writing under his hand of that date for Value Rec promised said John to pay or his order fifteen pounds L lawfull money by the tenth day of November then next with lawfull interest from time of payment till paid: yet said Eleazer tho often requested hath never paid the same or any part thereof but unjustly neglects to do it .. To the damage of the said John the sum of twenty pounds —— The Plt appears by John Worthington Esq his Attr and the deft being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said John do recover against the said Eleazer Seventeen pound 2/5½ of lawfull money damages & cost of Court taxed at Two pound 19/ thereof &c

Olcott v Nash No. 22

Afterwards the said Eleazer now at this same Term comes here by Moses Bliss Gentr his Attorney & appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on the ~~Fourth~~ Second Tuesday of September next ensuing & he recognizes with sureties as the law directs for the said Eleazer prosecuting sd appeal with effect as by said recognizance on file it appears

Robert Brown of Palmer in sd County of Hampshire yeoman Plt vs William Shaw of said Palmer in the same County yeoman deft in a plea of the case for that said William at sd Palmer on sd fifteenth day of May last by his promisory note in writting under his hand of that date for Value Rec promised the said Robert to pay him £15 12/ by the fifteenth day of September then next with lawfull interest for the same till paid . Yet sd William tho often requested hath never paid the same or any part thereof but unjustly neglects to do it To the damage of sd Robert Twenty pounds ——

Brown v Shaw No. 23

The parties appear and humbly pray that this case may be continued until the next Term and it is granted them, And the said parties have a day before sd Court the King in this Court accordingly until the Third Tuesday of May next ensuing

Nathaniel Gaylord late of South Hadley now of Springfield in sd County of Hampshire yeoman Plt vs Elizabeth Day Widow & Eleazer Day, yeoman both of Springfield in sd County aforesaid in a plea of the Case for that the said Elizabeth & Eleazer at said Springfield on the seventh day of December AD 1765 by their promissory note in writing under their hands of that date for Value Rec promised sd Nathaniel to pay him eight pounds 15/ in West india Goods to be delivered at a place called ~~Hatfield~~ Hartford

Gaylord v Day No. 24

Gaylord vs Day

Job Alvord Landing in said Springfield by the first day of June then next, Yet sd said Elizabeth & Eleazer or either of them have never fulfilled their said promise thō the said Nathaniel was always ready to receive the said Goods at sd Landing but they have hitherto neglected & still neglect to fulfill their said promise to the damage of sd Nathaniel Ten pounds

The Plt appears by John Worthington Esq his Attorney and the sd Elizabeth & Eleazer being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that the said Nathaniel do recover against sd Elizabeth & Eleazer — Eight pounds 15/ of lawfull money damages & cost of Court taxed at One pound 14/0 & thereof &c

After all which sd said Elizabeth & Eleazer now at this Term come here by Justin Ely Gentr their Attorney and appeal from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the Law directs for the said Elizabeths & Eleazers prosecuting the appeal with effect as by said recognizance on file it appears

Smith vs Andrews
No 25

Gad Smith late of Brimfield in sd County of Hampshire yeoman Plt vs Thomas Andrews of Ware in sd same County yeoman deft in a plea of the Case; for that said Thomas at Northampton on the twenty fifth day of August last past by his Note of that date for Value received promised said Gad to pay him or his order three pounds & within two Months from the date of said Note with interest till paid Yet said Thomas tho often requested & the said Term of payment long since past hath never paid the same or any part thereof But unjustly neglects it to the damage of the sd Gad four pounds — The Plt appears by John Worthington Esq his Attorney and the said Thomas being three time publickly called makes default of appearance in Court —

Therefore it is considered by the Court that the said Gad do recover against sd said Thomas three pound 10/5 of lawfull money damages & Cost of Court taxed at one pound 10/10 & thereof he may have his Exiō

The said Thomas afterwards now at this same Term comes here by Simeon Strong Gentr his Attorney & appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of Septr next ensuing & he recognizes with Surities as sd Law directs for the said Thomas' prosecuting sd appeal with effect as by said recognizance on file it appears

Brooks vs Robinson
No 26

Joseph Brooks of Brimfield in sd County of Hampshire yeoman Plt vs James Robinson of New Braintrey district in the County of Worcester yeoman deft in a plea of the Case for that whereas on the third Day

S. Brooks
v
Robinson

— Day of April A 1762 the said Joseph was at Ware in s^d County of Hampshire in actual Seisin & possesion of a certain Tract of Land lying in s^d Ware bounded as follows (Viz) beginning at a Stake & heap of Stones on Brookfield original Line about Thirty Rods west of the River in s^d Ware from thence running westerly one Hundred & sixteen rods to a Heap of stones at the south East corner of Thomas Marshes Lot from thence running North one Hundred & Seventy two Rods to a Heap of Stones being said Marshs North East Corner & Judah Marshs south east corner from thence running North thirty two degrees East Two Hundred & fifty rods to Hardwick Line from thence Eastardly on Hardwick line to Jeremiah Andersons North West corner from thence runing southerly to said Andersons South West corner thence runing w^d same Course on Saml Densmores West ~~corner~~ Line to the first mentioned Corner of the Value of one Hundred & twenty pounds l/s lawfull money & the said James was then & there posesed of one promisory Negotiable Note in writing under hand of one William Baxter of Greenwich in s^d County of Hampshire dated the twenty fifth day of December A 1761 by which the said William promised the said James to pay him or his order twenty four pounds by the first day of March then Next & if not paid by that time then with interest for the same till paid and discourse was then & there had between s^d Joseph and s^d James of s^d said Josephs delivering to one Ebenezer Spooner a good & absolute deed of conveyance of s^d Tract of Land a deed of which s^d Land s^d Joseph then & there had in his posesion duly executed to s^d Ebenezer & of said James paying to s^d Joseph s^d sum of one Hundred & twenty pounds l/s lawfull money being the sum mentioned in s^d Deed aforesaid as the consideration thereof in Notes upon good responsible men & of s^d James taking of said Ebenezer security for the same & in particular of said James paying to said Joseph s^d Note aforesaid upon s^d William Baxter in part pay for s^d Land as aforesaid & thereby to injure & defraud him of s^d Value of s^d Contents of s^d Note did then & there falsely & fraudulently affirm & declare to s^d said Joseph (who was then wholly ignorant of the s^d William & of his Circumstances) that s^d William was a man of good estate that he was well able to pay the contents of s^d Note & that he would undoubtedly pay the same then very soon & that he had taken a Resolution never to indorse another Note & that if he had not taken such a resolution he should be as willing & as ready to indorse the Note aforesaid as he would a Note from Mr White s^d Minister in Hardwick who is well known to be a man of Good estate or any other man & the said Joseph confiding in said James & relying on the truth of his s^d declaration of said William & his Circumstances was then & there induced to bargain with s^d James & did then & there deliver to said Ebenezer a Deed as aforesaid of s^d Land aforesaid for the sum aforesaid to be payd as aforesaid and then & there received the same note of said James

Brooks vs Robenson

James in part pay of w^d Value of s^d Land according to the content of said Note & other Notes upon other men for w^d residue of s^d Sum of one Hundred & twenty pounds &c and s^d joseph further says that at w^d time of the declarations aforsaid of w^d James before named & of the Bargain aforsd the s^d William Baxter was not a man of a good estate that he was then a man of no estate & that he was not then or any time since of Abilitys to pay w^d Contents of s^d Note the said Joseph hath diligently endeavoured to procure & obtain from him s^d William payment of the Contents of said Note but hath never been able to obtain of James and that the same is wholly unpaid & the aforesd Falshood & Fraud of the s^d James is to w^d Damage of w^d said Joseph Thirty five pounds The P^lt appears by John Worthington Esq his Attorney and the said James comes by Simeon Strong Genl his Att^r & reserving to himself Liberty of Attering this plea on w^d Tryal of w^d appeal and to make any new plea now pleads & says he is not guilty in manner & form as w^d P^lt in his declaration has allegd & thereof puts himself on w^d Country

And the s^d joseph consenting thereto & reserving Liberty to waive this demurrer & make any new plea on w^d Tryal of w^d appeal says that w^d Defts plea above pleaded is an insufficient Answer to his declaration & that he is not holden to answer thereto & this he is ready to prove & thereof prays judgment & judgment for his Costs; And the s^d James consenting says his plea is sufficient & thereof prays judgment & for his Costs

There upon all and singular w^d premises being seen and fully understood by the court of w^d Lord w^d King now here for that it appears to w^d Court of w^d Lord w^d King that w^d plea aforesaid of w^d said James & the matters therein contained are sufficient to preclude w^d joseph from having his aforesd Action maintained against w^d James — Therefore it is considered that the s^d joseph by his plea aforesd have nothing but for his Grounded demand he be in mercy &c — It is also considered that w^d James do recover against the s^d joseph one pound 16/2 of lawfull money allowed him with his assent for his Costs in defending w^d Suit of w^d said Joseph & thereof he may have his Exton

The said Joseph by his Att^r aforesaid appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Surities as w^d Law directs for w^d said Josephs prosecuting w^d appeal with effect as by s^d recognizance on file it appears

The foregoing Judgments orders and appeals being made and entered up in manner aforesd the said Court was Adjourned without Day

Att^e Wm Williams Clerk

Hampshire ss Anno Regni Georgii Tertii Regis Magnae Britaniae Franciae et Hiberniae Septimo

At his majesty's Inferiour Court of common pleas holden at Springfield within and for the County of Hampshire on the Third Tuesday of May (being the 19th day of the said month & de die in diem to the 22d day of sd month Anno Domini 1767 —— —— } May Term 1767

Present

Israel Williams Esq

Timothy Dwight junr Esq

Thomas Williams Esq

Jury for Trials

Moses Burt Foreman
Samll Colton junr
Noah Hale
Russell Leonard
Caleb Clark
Timothy Ferril
Experience Smith
Nicholas Graves

de Tab

John Bliss —— Wilbraham
John Clary —— Sunderland
Aaron King —— Westfield
John Vetch —— Amherst
in the Case Fowler
vs Easton

Continued Actions

Joel Ely yeoman & Benjamin Leonard junr yeoman both of Springfield in the County of Hampshire Plts vs John Townley of Hartford in sd County of Hartford and Colony of Connecticutt Merchant Deft in a plea of the Case &c as at large on record heretofore the Parties now come here and pray that sd said Case may be farther continued under the same rule until the next Term of this Court and the said Parties have a further day before the Lord the King here until the Last Tuesday of August next ensuing accordingly } Ely & Leonard vs Townley

Ruth Ingersoll of Willington &c Plt vs John Ingersoll of South Brimfield Deft &c in a plea that he render to her Sixty pounds lawfull money as at large on record heretofore and at this Term ~~——~~ Richard Ingersoll of Willington &c Executor of sd Last will & Testament of sd Ruth who since the Commencement of this Suit hath dec, And who was admitted to prosecute this Action comes here by John Worthington Esq his Attorney And the said John Ingersoll being three Times publickly called makes default of appearance in Court . . . Therefore it is considered by the Court that the Plt do recover against sd Deft the Sum of of lawfull money debt & cost of Court taxed at & thereof &c } Ingersolls Exr vs Ingersoll

Ruth Ingersoll of Willington &c widow Plt vs John Ingersoll of South Brimfield Deft in a plea of the case as heretofore recorded & at this Term Richard Ingersoll Executor of the last will & testament of sd Ruth who since the com } Ingersolls Exr vs Ingersoll

(40) Commencement of this Suit hath dec comes here by John Worthington Esq
Ingersoll's his Attorney and the said John Ingersoll being three Times publickly called to
vs come into Court makes default of appearance here — Therefore it is
Ingersoll considered by the Court that sd Plt do recover against sd John the sum of
of Lawfull money damages and Cost of Court taxed
at & Thereof he may have his Execon

Bedortha Joseph Bedortha junr of Springfield Husbandman Plt vs George Pynchon
vs of sd Springfield Genter Deft in a plea of ye Case as at large on Record hereto for
Pynchon the Parties appear & humbly pray that this case may be further cont.d under
the same rule & it is granted them and sd parties have a further day before
the Lord the King in this Court here until the last Tuesday of August next ensu-
=ing accordingly

Hubbard Joseph Hubbard of Hadley ye Gentleman Plt vs Elisha Cook of sd Hadley
vs Gentr Administrater of ye Goods Chattels Rights & Credits of Moses Cook
Cooks Adm.r late of sd Hadley Gentr dec.d intestate, Deft in a plea of ye Case as heretofore
recorded — The Parties appear and Two of the Referees to whom this case was
refered now report as follows (viz) We do determine and award that ye said
Joseph shall pay To the said Elisha Administrator as within mentioned
Cost of Court; And Cost of this Reference being in ye Whole £o 14/0
Therefore it is considered by ye Court that ye said Elisha Cook do recover against
the said Joseph, ~~Cost of Court & Reference with Interest~~ the Costs and expences defending this
Suit against the said Joseph taxed at three pounds three shillings in ye whole & thereof
Execon is.d 14th July 1767

Montague Moses Montague yeoman & Noah Goodman yeoman both of South Hadley
vs ye Plt vs Gideon Lyman of Northampton Esq Deft in a plea of ye Case as hereto for
Lyman Esq recorded, The Parties appear, & thereupon all & singular the premises being
seen & fully understood by the Court of the Lord ye King now here, for that it
appears To sd Court that the plea aforesaid of sd Gideon by him in manner
& form above pleaded ~~at the Bar here~~ and the matters therein contained
are not sufficient in Law to preclude ye said Plt from ~~bearing~~ proceeding
in their Plaction against sd Deft or from their Debt aforesaid —
The Deft thereupon prays that the Bond may be chanced according to
Equity, agreable to a Statute of this province, & prays that he may be heard upon
ye matter, And after a full hearing of ye Parties — It is considered by the
Court yt sd Plt do recover against ye said Gideon Thirty four pounds
four pence half penny of lawfull money Debt & cost of Court taxed at
three pound 19/10 & Thereof &c

The said Gideon by Joseph Hawley Esq his Attorney appeals from the
judgment of this Court to the Superiour Court of Judicature To be holden
at Springfield within & for ye County of Hampshire on ye fourth Tuesday
of September next And he recognizes with Surities as ye Law directs for sd
Gideons prosecuting ye appeal with effect as by sd Recognizance on file it appears

Gideon Clark of Northampton &c Pltf vs Benoni Danks of Cumberland Esq &c deft In a plea of the Case as heretofore recorded — The Pltf appears by Daniel Hitchcock Gentleman his Attorney and the said Benoni being three tirnes publickly called to come into Court makes default of appearance in Court — Therefore it is confidered by the Court that the said Gideon do recover against the said Benoni twenty eight pound 16/2½ of lawfull money damages & cost of Court taxed at one pound 16/d & thereof &c — Execon is'd 5th june 1767

{Clark vs Danks

Robert Danks of South Hampton yeoman &c Pltf vs Benoni Danks of Cumberland Esq &c deft in a plea of the Case as heretofore recorded The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Benoni being three tirnes publickly called makes default of appearance in Court — Therefore it is confidered by the Court that the said Robert do recover against the said Benoni Eight pound 18/5½ of lawfull money damages & cost of Court taxed at one pound 18/2 & thereof &c — Execon is'd 5th june 1767

{Danks vs Eundem

John Miller of Northampton &c yeoman Pltf vs Benoni Danks of Cumberland &c Esq deft in a plea of the Case as heretofore recorded — The Pltf appears by Daniel Hitchcock Gentn his Attorney and the said Benoni being three tirnes publickly called to come into Court makes default of appearance in Court — Therefore it is confidered by the Court that the said John do recover against sd Benoni thirteen pound 10/7 of Lawfull Money damages & cost of Court taxed at one pound 16/d & thereof &c — Execon is'd 8th June 1767

{Miller vs Eundem

Samuel Mather of Northampton &c Esq Pltf vs Benoni Danks of Cumberland &c Esq deft in a plea of the case as heretofore recorded: The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Benoni being three Times publickly called to come into Court makes default of appearance here — Therefore it is confidered by the Court that the said Samuel do recover against the sd Benoni Thirty nine pound 10/1½ of Lawfull money Damages & cost of Court taxed at one pound 16/d & thereof &c — Execon is'd 5th June 1767

{Mather vs Eundem

Caleb Strong of Northampton &c Gentleman Pltf vs Benoni Danks of Cumberland &c Esq deft in a plea of the case as heretofore recorded the Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Caleb being three tirnes publickly called to come into Court makes default of appearance here — — Therefore it is confidered by the Court that the said Caleb do recover against the said Benoni twenty four pound 17/9 of lawfull money damages & cost of Court taxed at one pound 16/d & thereof &c — Execon is'd 8th June 1767

{Strong vs Eundem

(50)

Clap vs Danks

Jonathan Clap of Northampton yeoman Plt vs Benoni Danks of Cumberland &c Esq deft in a plea of y Case as heretofore recorded The Plt appears by Daniel Hitchcock Gentleman his Attorney And the said Benoni being three Times publickly called to come into Court makes default of appearance Therefore it is considered by the Court that the said Jonathan do recover against the said Benoni thirteen pounds 19s & of lawfull money damages and Cost of Court taxed at one pound 7/5 and thereof &c Execon is 5th June 1767

Sacket vs Eundem

David Sacket of Westfield &c yeoman Plt vs Benoni Danks of Cumberland &c Esq deft in a plea of the case as heretofore recorded The Plt appears by Daniel Hitchcock Gentleman his Attorney And the said Benoni being three Times publickly called makes default of appearance in Court — Therefore it is considered by y Court yt the said David do recover against y Benoni Six pounds 10 1/2 of lawfull money damages & Cost of Court taxed at one pound 19/11 & thereof Execon is 5th June 1767

Perkins vs White & al

Phinehas Perkins of Granville &c yeoman Plt vs Phinehas Perkins of Granville yeoman & Ebenezer White of Westfield &c yeoman defts in a plea of Trespass as heretofore recorded ,, The said Parties appear and humbly pray that this case may be further continued until the next Term and it is granted them and the said Parties have a further day before the Lord the King in this Court until y Last Tuesday of August next ensuing accordingly

Jones' Exec'r vs Fowler

Benjamin Day Gentleman & Margaret Jones Gentlewoman both of Springfield &c Executors of y Last will & Testament of Cornelius Jones late of Springfield aforesaid Gentn dec'd Plt vs Bildad Fowler of Westfield &c yeoman in a plea of y Case as at large on record — The said parties appear & humbly pray that the Case may be further continued under y same rule until y next Term and it is granted them & the said Parties have a day accordingly

Jaggarth & al vs Percy

Nathaniel Jaggarth yeoman & James Jaggarth yeoman both of Blandford &c & David McMurry & Jane McMurry of Blandford aforesaid infants & Children of George McMurry late of said Blandford dec'd & — Susannah his wife who was formerly Susannah Jaggarth who is dd & which sd David & Jane y Infants sue by Jane Jaggarth their Grand-mother & next friend of sd Blandford &c Plt vs Sylvanus Percy of Westfield &c yeoman deft in a plea of ejectment as heretofore recorded The Plt appears and y Deft by Joseph Hawley Esqr Attorney humbly prays that the case may be continued until y next Term & it is granted him & the said Parties have a further day accordingly

Goodman vs Goodmans Adm^r

Samuel Goodman of SouthHadley &c husbandman a minor under twenty one years of age who sues by Elias Lyman his Guardian Pl^t vs Rebecah Goodman of SouthHadley aforesaid Widow & relict of Thomas Goodman late of SouthHadley dec^d and Noah Goodman of said SouthHadley yeoman administrator of y^e Estate of s^d Thomas deft in a plea of y^e Case as heretofore recorded — The Parties — appear and the referees to whom this Case was refered now bring in their Award as follows, Viz^t We do award that Noah Goodman & Rebecah Goodman administrators on y^e Estate of Thomas Good=man of SouthHadley Dec^d who was in his life Time Guardian for Samuel Goodman minor the son of Eleazer Goodman dec^d: pay the sum of twenty four pounds in money unto Elias Lyman plant^f & present Guaidian for y^e aforesaid Sam^ll Goodman minor for the use & Benefit of said Sam^ll Also the cost of this reference being Ten pound S/O & cost of Court

Therefore it is considered by ye Court that the said Samuel by Elias Lyman his Guardian do recover against the said Noah & Rebecah Administrators the sum of twenty four pounds lawfull money damages & cost of Court & reference in ye Whole allowed to be twelve pound 16/ S/O & thereof &c ——— Execon is^d 23^d March 1760

Scripture vs Jackson

Simeon Scripture of Coventry &c Trader Pl^t vs Joseph Jackson of Boston &c Innkeeper deft in a plea of the Case as heretofore recorded The parties appear and because the referees to whom this case was re=fered have not made any Award they humbly pray that the case may be further continued under the same rule of y^e last Term untill the next Term, and it is considered by the Court of the Lord the King now here that the said parties have a further day accordingly

Cooley vs Parsons

David Cooley of Palmer &c yeoman Pl^t vs Moses Parsons of Mid=dletown in y^e County of Hartford & Colony of Connecticutt Gent deft in a plea of the case as heretofore recorded. The Pl^t appears by John Worthington Esqr his Attorney & the said Moses being three times publickly called to come into Court makes default of appearance here. Thereupon James Sikes of Springfield who was surety for the appearance of the s^d Moses &c comes into Court & brings the D^t Moses with him & prays to be discharged — It is ordered thereupon that the Underkeeper of the Prison do receive him into cus=tody & furthermore it is considered by the Court that y^e s^d David do recover against y^e D^t Moses thirty six pounds two shillings of lawfull money damages and Cost of Court taxed at five pound fourteen shillings and two pence & thereof he may have his Exon

Execon is^d 12th June 1767

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Monilaws vs Davison

George Monilaws of Hartford in ye County of Hartford Colony of Connecticutt yeoman Plt vs Thomas Davison late of Hartford aforesaid Trader deft in a plea of the case as heretofore recorded the Plt appears by John Phelps Gent^r his Attorney And the s^d Thomas by Moses Bliss Gentleman his attorney comes here and confesses judgment for the sum^r of fourteen pounds 13/11 & cost of Court

Therefore it is considered by the Court that the said George do recover against the said Thomas fourteen pounds 13/11 of lawfull money damages & cost of Court taxed at two pound — nineteen shillings & three pence & thereof &c.... Exec^n is May 25th 1767

Olcott vs Goodman

Samuel Olcott of Hartford in the County of Hartford & Colony of Connecticutt yeoman Plt vs Noah Goodman of South Hadley in the County of Hampshire yeoman deft in a plea of ye Case as heretofore recorded The Plt appears by John Worthington Esqr his attorney and the said Noah being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Samuel do recover against the said Noah fifteen pounds 1/4 of lawfull money damages & cost of Court taxed at two pound 14/11 & thereof &c

The said Noah afterwards now at this same Term comes here by justin Ely Gent^r his attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of Sep^t-tember next ensuing and he recognizes with sureties as the Law direct^s for the said Noah^s prosecuting the appeal with effect as by said Recognizance on File it appears

Brown vs Shaw

Robert Brown of Palmer in the County of Hampshire yeoman Plt vs William Shaw of said Palmer &c yeoman deft in a plea of the Case as heretofore recorded, The Plt appears by John Worthington Esqr his attorney and the said William being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Robert do recover against ye said William Sixteen pounds 11/3½ of lawfull money damages & cost of Court taxed at four pounds 4/3 & thereof &c

The said William afterwards now at this same Term comes here by Joseph Hawley Esqr his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with sureties as ye Law directs for ye s^d Williams prosecuting ye appeal with effect as by said Recognizance on file it appears

Hubbard Appt vs Carrier No. 1

Jonathan Hubbard of Glassinbury in the County of Hartford and Colony of Connecticutt yeoman Appt vs Benjamin Carrier Junior of Belchertown in y County of Hampshire yeoman Appelle from the judgment of Josiah Chauncey Esq one of Majesties justices of y peace for the county of Hampshire At a trial before him on y thirteenth day of March in y Seventh year of his majestys reign A 1767 At which Tryal the said Jonathan was Plt and the said Benjamin deft in a plea of y Case for that the said Benjamin at s[d] Amherst on the twenty second day of Octo A 1764 by his Note of that date for Value received promised y said Jonathan to pay him or his Order the sum of one pound 10/ lawfull money of this Province of the Massachusetts Bay in New England on demand with lawfull interest for the same till paid yet the s[d] Benjamin hath never paid the same or any part thereof tho thereto often requested & demanded But still neglects to do it to the damage of the s[d] Jonathan the sum of forty shillings — And on the same thirteenth day of March the parties appear by their respective Attorneys /viz/ the said Jonathan by Chester Williams Gent[r] his Attorney & the s[d] Benjamin by Elisha Porter Gent[r] his Att[r], And the said Benjamin by his s[d] Attorney then defended & tendered this plea viz Ye[r] for Plea said he never promised in manner & form as the Plt in his declaration had thereof alleged against him & thereof prays Trial by said Justice, and the Plt likewise, And after a full hearing of y[e] Parties by their s[d] Attornies the said justice found for said Benjamin Costs of Suit. It was therefore considered by y[e] s[d] justice that y[e] s[d] Benjamin do recover against the said Jonathan the sum of one pound 3/3 lawfull Money for his Costs ~~the same~~ After all which the said Jonathan by his s[d] Attorney appeald from the judgment of that Court of the s[d] justice to the inferiour court of common pleas next to be holden at Springfield for & within the s[d] County of Hampshire on y[e] Third Tuesday of May next, & Recognized with Sureties as the Law directs for y[e] s[d] Jonathans prosecuting y[e] appeal with effect And now at this Term the parties come here by their respective Attorneis ~~come not~~, And the deft for want of Material Witness in this cause begs leave to imparl to the next Term, that he may have Opportunity to attain s[d] Witness and it is granted him and the Parties have a further day accordingly

Nash vs Rugg No. 2

Joseph Nash of South Hadley in the County of Hampshire yeoman Plt vs John Rugg of s[d] South Hadley in y[e] same County yeoman deft in a plea of the case for that y[e] s[d] John at said South Hadley on the first day of January last past being justly indebted to the said Joseph in the sum of four pounds 4/2 lawfull money for sundry Articles of Book Debt according to the Act hereto annexed he y[e] said John then & there in consideration thereof promised y[e] s[d] Joseph to pay him the same sum on demand And also for that y[e] s[d] John at said South Hadley on y[e] first day of

(52)

Nash vs Rugg

= January last past being justly indebted to the Sd Joseph in one other Sum of two pounds lawfull money for one fourth part of a Sall Boat before that time sold & delivered to sd said John by sd Joseph at his the said John's special instance he the said John then & there in Consideration thereof promised sd Joseph to pay him sd same sum on demand Yet sd said John tho often thereto requested has never performed either of his said promises but neglects, To sd damage of sd said Joseph five pounds

The before named Parties appear in Court and agree to submit this case and all other demands disputes & controversies subsisting between them to the final determination & award of Messieurs Noah Goodman Josiah Snow and William Wait or any two of them (Arbitrators mutually elected by sd said Parties) to be made upon the premises & returned into Court as soon as may be & the action is continued to the next Term of the said Court

Hubbard vs Chauncy No. 3

John Hubbard of Amherst in sd County of Hampshire yeoman Pltf vs Richard Chauncy of sd same place & County yeoman Deft in a plea of sd Case for that the said Richard at sd Amherst on the Thirteenth day of August A 1765 by his Note of that date for Value Recd promised sd said John to pay him sd Sum of Eight pound O/11 Lawfull money within one month from the date of sd Note with sd lawfull interest for the same sum until paid; And also for sd Richard at sd Amherst on sd same Thirteenth day of August Anno 1765 by his other Note of sd same date for value received promised the same John To pay him one other sum of 6/ lawfull money within one month from sd date of sd Note with the lawfull interest thereof until paid: Yet sd Richard tho often requested has never performed either of his said Promises but neglects & refuses to do it To sd damage of sd John Twelve pounds --- The Pltf appears by Elisha Porter Gentr his Attorney & the said Richard being three times publickly called to come into Court makes default of appearance here ..... Therefore it is considered by the Court that the said John do recover against sd Richard nine pound 7/ of lawfull money damages & cost of Court taxed at one pound 13/2 & thereof & The sd Richard afterwards now at this same Term comes here by Simeon Strong Gentr his Attr & appeals from sd judgment of this Court To the Superiour Court of judicature to be holden at Springfield within & for sd County of Hampshire on sd fourth Tuesday of September next ensuing & he recognizes with sureties as sd law directs for the sd Richard prosecuting sd appeal with effect as by said Recognizance on file it appears

Alsop vs Hayden No. 4

Richard Alsop of Middletown in the County of Hartford & Colony of Connecticutt Merchant Pltf vs Samuel Hayden late of Windsor in sd same County of Hartford yeoman Deft in a plea of the Case for that the said Samuel at a place called Middletown viz at Springfield on the fourteenth day of February Anno 1765 by his Note of that date for Value Recd promised said Pltf

Richard to pay him Twenty pounds l/q lawfull money within six months from y^d date with lawfull interest till paid as in the Writ The Plt appears by Elisha Porter Gen^r his Attorney and the said Samud being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Richard do recover against the said Samuel the sum of twenty three pounds 7/11 of lawfull money damages & Cost of Court taxed at two pound 4/6 & thereof he may have his Exc^on — Exc^on is 8th Augt 1767

Also p
vs
Hayden

Eleazer Porter of Hadley in the County of Hampshire Esq Plt vs James Partrick of South Hadley in said County yeoman deft in a plea of the Case for that the said James at s^d Hadley on the Sixteenth day of Novr A^o 1764 by his note of that date for Value rec^d promised y^d Eleazer to pay him three pounds lawfull money on demand, with interest till paid as in the Writ — The Plt appears by Elisha Porter Gen^r his Attorney And the said James being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Eleazer do recover against the said James — three pound 9/½ of lawfull money damages & cost of Court taxed at one pound 12/8 & thereof &c — Exc^on is 14th July 1767

Porter Esq
vs
Partrick
No. 5

Ralph Way of Hadley in ye County of Hampshire yeoman Plt vs John Morton of Amherst in said County yeoman deft in a plea ~~of the case~~ that the said John render to y^d Ralph twenty pounds lawfull money which to him the said Ralph he owes & from him unjustly detains & whereon the said Ralph says that the said John at s^d Hadley on the twenty eighth day of December A^o 1764 by his Bond under his hand & Seal of that date in Court to be produced Bound & Obliged him-self (by the Name of John Morton of Hadley) to the said Ralph in ye sum of twenty pounds lawfull money to be paid him on Demand Yet the said John tho often requested has never paid said Sum or any part thereof but neglects & refuses to do it To the damage of the said Ralph twenty pounds — The Plt appears by Elisha Porter Gen^r his Attorney & the s^d John being three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Ralph do recover against ye said John ~~damages~~ several pound 7/10½ of lawfull money debt & cost of Court taxed at one pound 13/4 & thereof &c

Way
vs
Morton
No. 6

After all which ye said John now at this Term comes here by Simeon Strong Gen^r his Att^r and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as ye Law directs for the said John's prosecuting ye appeal with effect- as by s^d recognizance on file it appears -

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Phelps plt
vs
Graham
No 7

Charles Phelps late of Hadley in ye County of Hampshire Esqr Pl^tiff vs
Richard Crouch Graham of Pelham in said County Clerk deft in a plea
that the said Richard Crouch render to y^d Charles one Hundred & six
pounds 2/s lawfull money which to the said Charles y^d Richard Crouch
owes & from him unjustly detains & whereon s^d Charles says that the s^d
Richard Crouch at said Hadley on the first day of August Anno D^m 1762
by his Bond under his hand & Seal of ye same date & in Court to be pro-
duced bound & Obliged himself to the said Charles in ye Sum of one
Hundred & six pounds 2/s lawfull money to be paid him on demand
as in ye Writ &c The Pl^tt appears by Elisha Porter Gent^r his Att^y
and the said Richard Crouch being three times publickly called to
come into Court makes default of appearance here

Therefore it is considered by the Court that the s^d Charles do recover
against ye s^d Richard Crouch the sum of Eleven pounds 14/s of lawfull
money debt & cost of Court taxed one pound 14/2 & thereof he may have his
Execon is^d 29 july 1767

Warner
vs
Eundem
No ....

Jonathan Warner of Hadley in the County of Hampshire Trader
Pl^tiff vs Richard Crouch Graham of Pelham in said County Clerk Deft
in a plea of ye Case for that s^d Richard Crouch at s^d Hadley on ye third
day may A^o 1765 by his note of that date for Valued recieved promised ye said
Jonathan to pay him seven pound ye lawfull money by the first of
December then next with lawfull interest till paid Yet has never performd
his s^d promise but neglects to do it To ye damage of ye said Jonathan Ten
pound as in ye Writ, The Pl^tt appears by Elisha Porter Gent^r his Attorney
and the s^d Richard Crouch being three times publickly called makes
default of appearance in Court — Therefore it is considered by y^e
Court that ye s^d Jonathan do recover against ye s^d Richard Crouch —
Seven pounds 10/3^d of lawfull money damages & cost of Court taxed
at one pound 14/2 & thereof &c Execon is^d 12th july 1767

Idem
vs
White
No 9 .....

Jonathan Warner of Hadley in ye County of Hampshire Trader Pl^tiff
vs Thomas White late of New Salem now of South Hadley in ye same
County yeoman deft in a plea of the Case for that the said Thomas at
said Hadley on the first day of May last past being justly indebted to s^d
Jonathan ye Sum of Five pound 10/2^d lawfull money for Sundry Goods
wares & Merchandizes before that time sold & delivered by said Jona
to said Thomas at his ye Thomas special instance & request & the
Thomas then & there in consideration thereof promised ye s^d Jonathan
ye same Sum on demand but has not paid it as in ye Writ To ye damage
of the said Jonathan Seven pounds .. The Pl^tt appears by Elisha Porter
Gent^r his Attorney & the s^d Thomas being three times publickly called
makes default of appearance in Court .. Therefore it is considered
by the Court that s^d Jonathan do recover against ye s^d Thomas Execution
pound 10/2^d of lawfull money damages & cost of Court taxed at one pound
12/ & thereof he may have his Execon — — Execon is^d 14th july 1767

Warner v Chapin No. 10

Jonathan Warner of Hadley in y County of Hampshire — Trader Plt vs Hezekiah Chapin of Bernardstown in y same County yeoman deft in aplea of y Case for that the said Hezekiah at s[d] Hadley on the fifteenth day of July last past by his Note of that date for Value received promised the said Jonathan to pay him the sum of three pounds 16/9 lawfull money on demand with y Lawfull Interest thereof until paid: Yet y said Hezekiah tho often requested has never performed his said Promise but neglects it, To the damage of the s[d] Jonathan five pounds ,, The Plt appears by Elisha Porter Gentn his Attorney and the said Hezekiah being three Times publickly called to come into Court makes default of appearance here .

Therefore it is considered by the Court that the said Jonathan do recover against the said Hezekiah £4.0/6. of lawfull money damages and Cost of Court taxed at one pound 17/10 & thereof &c

After all which the said Hezekiah comes here by Daniel Hitchcock Gentleman his Attr and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Spring=field within & for the county of Hampshire on the fourth Tues=day of September next ensuing and he recognizes with sureties as the law directs for the said Hezekiahs prosecuting the appeal with effect as by s[d] recognizance on file it appears

Smith Appt v Hubbard No. 11

Edward Smith of Amherst in the County of Hampshire yeoman Appt vs Joseph Hubbard of ~~xxx~~ Hadley ~~xxxxxxx~~ in y same County Cordwainer Appellee, from the judgment of Josiah Chauncey one of his Majesties — justices of y peace for and within the County of Hampshire . At a Trial before him on the ~~fourth~~ third day of ~~xxxx~~ May Dom[i] 1767 At which Tryal y said Joseph was Plt & the said Edward was deft in a plea of y Case for y[t] the said Edward at said Hadley on the last day of February Dom[i] 1765 Owed the s[d] Joseph the sum of thirteen shilling & one penny to Bal=lance Book Act according to Act annexed to the Plts writ & then and then and there in Consideration thereof promised y[d] Joseph to pay him the same Sum on demand yet the said Edward tho often requested hath never paid the same or any part thereof But unjustly neglects to do it To the damage of the said Joseph the sum of twenty shillings . At which Trial y Justice rendered judgment that the said Joseph do recover against y[d] Edward five shillings & nine pence three farthings Lawfull money damages & Cost of suit taxed at 14/2 : from which judgment the said Edward appealed to this Hon[ble] Court ; And now at this Term the said parties come here and mutually pray that this case may be continued until y next Term , And it is considered by y[e] Court that y said Parties have a further day in this Court until the Last Tuesday of August next ensuing accordingly

(50)

Fowler
vs
Spelman
No. 12

Luther Fowler of Westfield in the County of Hampshire yeoman Plt vs Thomas Spelman of Granville in sd County yeoman deft in a plea of the Case for that the said Thomas at said Granvill on the first day of jany 1766 by his note of that date for Value then rec'd promised the said Luther to pay him the Sum of nine pound & ten shillings worth of neat Cattle by the first day of Novr then next following the date of said Note with lawfull interest till paid, Yet the sd Thomas has never performed his sd promise but neglects to do it as in the Writ The Plt appears by John Phelps Gentr his Attorney and the sd Thomas being three Times publickly called to come into Court makes default of appearance here: therefore it is considered by the Court that the sd Luther do recover against the said Thomas nine pound 15/7¾ of lawfull money dammages & cost of Court taxed at one pound 10/4 & thereof &c

The sd Thomas afterwards now at this same Term comes here by John Worthington Esq his Attorney & appeals from the judgment of this court to ye Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing & Recognizes with sureties as the law directs for the said Thomas prosecuting ye appeal with effect as by said recognizance on file it appears

Shepard
vs
Felton
No. 13

John Shepard Junr of Westfield in ye County of Hampshire yeoman Plt vs Ephraim Felton of Granville in the sd County yeoman deft in a plea of the case for that the said Ephraim at sd Westfield on ye last day of March last past being justly indebted to ye sd John in ye Sum of Three pounds 7/10 for sundry Good Wares & merchandizes before that time sold & delivered to sd Ephraim at his special instance & request according to ye Act hereto (viz to the writ) annexed and in Consideration thereof promised to pay him said sum on demand as in ye Writ &c The Plt appears by John Phelps Gentr his Attorney and the sd Ephraim being three times publickly called to come into Court makes default of appearance here —

Therefore it is considered by the Court that the said John do recover against the sd Ephraim three pounds 7/10 of lawfull money damages and Cost of Court taxed at one pound 10/2 & thereof &c ... Execon is sd 10th Mar 1766

Gibbs
vs
Lee
No. 14

Israel Gibbs junr of Blandford in the county of Hampshire yeoman Plt vs David Lee junr of Berkshire in ye County of Berkshire yeoman deft in a plea of the case for ye the sd David at sd Blandford on the twenty ninth day of May A.D. 1766 by his Note of ye date for Value received promised sd Israel to pay him four pound 17/6 lawfull money within six months from the date of said note with interest till paid &c as in the Writ, The Plt appears by John Phelps Gentr his Attr and ye said David being three Times publickly called to come into Court makes default of appearance here —

Therefore it is considered by the Court that ye sd Israel do recover against ye sd David £8:3:2 of lawfull money damages & cost of Court taxed at one pound 15/7 & thereof &c

Execon is 25th June 1767

Samuel Starr of Middletown in the County of Hartford & Colony of Connecticutt Merchant Plt vs Eleazer Burt of Northampton in the County of Hampshire yeoman dft in a plea of the Case for that said Eleazer at Springfield on the eighth day of Octr Ao 1764 by his Note of that date for Value rec promised said Samuel to pay him four pounds 10/ lawfull money by the first day of May next after the date of said Note with lawfull interest till paid yet sd Eleazer tho often requested has never paid it but unjustly neglects it, To the damage of sd said Samuel nine pounds &c as in sd Writ. The Plt appears by Daniel Jones Esq his Attorney and the Def Eleazer being three times publickly called makes default of appearance in Court ——

Starr vs Burt No. 15

Therefore it is considered by the Court that the Pl Samll do recover against the Def Eleazer five pounds 4/1 3/4 of lawfull money damages & cost of Court taxed at one pound 10/10 and thereof &c

Execon issd 29th June 67

William Ellas of Deerfield in the County of Hampshire yeoman Plt vs Sarah Hood of Boston in the County of Suffolk, Widow & Taylor relict of Richard Hood late of Boston aforesaid mariner dec'd deft in a plea of the Case for that said Sarah while she was sole & unmarried & by the Name of Sarah Nolen at Springfield on the last day of December Anno Dom 1749 was justly indebted to sd Plt William Ellas in sd full & just sum of one Hundred & sixty seven pound 15/2 old Tenor which is now Equal to twenty two pound 7/4 lawfull money on Account (on the Act annexed to sd Writ) according to the annexed Act & said Sarah in Consideration thereof on said last day of December at said Springfield promised said Willm Ellas to pay him the same on demand; Yet sd Sarah while she remained unmarried & by the Name of Sarah Nolen never paid the same neither did the said Richard & wd Sarah during their Intermarriage together or either of them ever pay the same: Neither hath said Sarah ever paid the same since sd Death of said Richard but she unjustly neglects & refuses to do it To the damage of sd Plt William Twenty five pound —— The Plt appears by Daniel Jones Esq his Attorney And sd Def Sarah by John Worthington Esq her Attr comes & defends &c when &c and pleads & says that she never promised said William in manner & form as sd Plt in his Declaration has alledged & thereof puts herself on sd Country ——— And the said William by his Attorney comes into Court & reserving Liberty to wave this demurrer upon the Trial of the appeal & joins the Issue tendered says the plea aforesaid by the Deft above pleaded is an insufficient answer to the Plts declaration & by the law of sd Land he is not held to answer same Wherefore for want of a sufficient plea in this Behalf the Plt pray judgment & judgment for his damages & Cost & the Deft consenting says her Plea is sufficient Where

Ellas vs Hood No. 16

Ellas
vs
Flood
16

Thereupon the Premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court of the said Lord the King that the plea aforesaid of the said Sarah and the matters therein contained are Sufficient in law to preclude the said William from having his aforesaid action maintained against the said Sarah . . . Therefore it is considered that the sd William by his plea aforesaid have nothing but that for his groundless demand he be in mercy &c . . . It is also considered that the said Sarah do recover against the said William the Sum of Two pound 2/ of lawfull money allowed her with her assent for her Costs in defending the suit of sd Will & thereof She may have her Execn

The sd William by his said Attorney appeals from the judgment of this Court to the Superiour court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of Septr next ensuing and he recognizes with Surities as the law directs for the said William's prosecuting the appeal with effect as by sd recognizance on file it appears

Hindsdale Esq Exec
vs
Scott
No. 17

Benjamin Hall of the Town of Wallingford & Parish of New Chester in the County of New Haven & Colony of Connecticutt Esq & Abigail Hall his wife the said Abigail as Executrix to the last will & Testament of Ebenezer Hindsdale late of Hindsdale in ye Province of New Hampshire Esq dec'd Pltf vs Moses Scott of Bernardston in the County of Hampshire yeoman deft in a plea of the Case for that the sd Moses at Springfield on the Thirtieth day of March Dom. 1756 by his Note of that date for Value recd promised said Ebenezer to pay him or his order Six pound 6/8 lawfull money at or before ye first day of june next ensuing ye date of said Note with interest till paid Yet said Moses tho often requested hath never paid the contents of sd note or any part thereof to sd Ebenezer whilst living or to the sd Benjamin or Abigail since his decease But unjustly neglects & refuses it To the damage of ysaid Benjamin & Abigail Twenty pound

The Pltf appears by Daniel Jones Esq his Attorney and the said Moses being three Times publickly called makes default of appearance in Court . . Therefore it is considered by the Court that the said Benjn and Abigail in her said capacity do recover against the sd Moses nine pound 18/11½ of lawfull money damages & Cost of Court taxed at £2 : 9 : 6 & thereof Exon is 11th june 1767

Bowers
vs
Kellog
No. 18

Samuel Bowers of Goshen in ye County of Middlesex yeoman Pltf vs Hezekiah Kellogg of Deerfield in the County of Hampshire Gentn deft in a plea of the Case for that sd Hezekiah at Springfield on the Thirtieth day of April A.D. 1763 by his promisory note in writing under his hand for Value rec promised the said Samuel to pay him or his order Two pounds 2/ by the first of April then next with interest till paid . And also for that sd Hez

Hezekiah at said Springfield on the twenty eighth day of November Dom^{i}. 763 by one in writing under his hand and other Note of that date for Value rec^{d} promis^{d} the said Sam^{ll} To pay him or his order q/6 on demand with interest till paid yet said Hezekiah tho often requested has never paid the contents of either of said Notes but neglects to do it To the damage of s^{d} Sam^{ll} Six pounds &c as in the Writ.. The Pl^{tf} appears by Daniel Jones Esqr his attorney and the Def^{t} Hezekiah being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that s^{d} said Sam^{ll} do recover against s^{d} said Hezekiah three pound 5/3 of lawfull money damages & cost of Court taxed at two pound 14/10^{d}

Bowers vs Kemp 18

After all which the said Hezekiah comes here by Elijah Williams Gent^{r} his Att^{y} and appeals from s^{d} judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Surities as the law directs for the said Hezekiahs prosecuting the appeal with effect as by said Recognizance on file it appears

Caleb Strong of Northampton in the County of Hampshire Gent^{r} Pl^{tf} vs Andrew Lukus of Colrain in s^{d} same County yeoman def^{t} in a plea of the Case for that s^{d} Andrew at Springfield on the 8th day of August A^{o} 763 by his note for Value rec^{d} promised s^{d} said Caleb to pay him or his order two pound 12/ lawfull money on demand with interest &c as in s^{d} Writ ... The Pl^{tf} appears by Daniel Jones Esqr his Attorney & the said Andrew being three times publickly called makes default of appearance in Court ... Therefore it is considered by the Court that the said Caleb do recover against the s^{d} Andrew three pound 3/7½ of lawfull money Damages & cost of Court taxed at one pound 7/ & thereof &c

Strong vs Lukus No. 19

Execon if March 21st 766

Eleazer Rice of Rutland in the County of Worcester yeoman Pl^{tf} vs Joseph Bingham late of Charlemont in the County of Hampshire Gent^{r} deft in a plea of the case for that the said Joseph at Springfield on the twelfth day of jan^{y} A^{o} 763 by his Note of s^{d} date for Value received promised one Paul Rice to pay to him or his order Thirty pound lawfull money at or before s^{d} last day of Novr 766 with lawfull interest till paid and s^{d} said Paul after the date of s^{d} Note /Viz/ on the 13th day of jan^{y} A^{o} 763 at Springfield the whole of said Note being then unpaid by his Indorsement on the Back of said Note with his own hand subscribed ordered the payment of the Contents of s^{d} Note to be made to the Pl^{tf} according to the Tenor thereof of all which the said Joseph instantly had Notice & so became liable to pay the same to the Pl^{tf} and being so liable he then promised to pay the same to the Pl^{tf} &c And also for s^{d} the said

Rice vs Bingham No. 20

(62)

Rice
vs
Bingham

Joseph at said Springfield on the said twelfth day of January by his other Note of that date for Value Rec^d promised said Paul Rice to pay him or his order Sixty pounds lawfull money all or before the 12th day of Jany. Dom^i. 1767 with lawfull interest till paid: and the said Paul (at Springfield) the whole of said note being then unpaid by his Indorsement on ye Back of said Note with his own hand subscribed ordered the payment of the Contents of s^d Note to be made to the Pl^t of all which the s^d Joseph instantly had notice & so became liable to pay the same to the Pl^t and being so liable promised to pay the same to the Pl^t. But has not paid the contents of either said Notes &c as in ye Writ To the damage of s^d Eleazer one Hundred pounds ... The Pl^t appears by Daniel Jones Esq his Attorney .. And the said Joseph being three times publickly called to come into Court makes default of appearance here ..... Therefore it is considered by the Court that the said Eleazer do recover against the said Joseph £100. 1s 9¾ of lawfull money damages & Cost of Court taxed at two pound 7/ & thereof &c

Exon is 7th July 1767

Lovell
vs
White
No. 21

Michael Lovell of Rockingham in the County of Cumberland & Province of Newyork Gent^n Pl^t vs William White late of that part of Kindsdale in the County of Cumberland & Province aforesaid yeoman deft in a plea of the Case for that the said William at Springfield on the third day of May A^d 1765 by his Note of that date for Value received promised one Joel Matthews to pay him or order three pounds 13/11 lawfull money on demand with Interest for the same until paid and afterward Viz^t on the 4th day of May Dom^i. 1765 said Joel by his indorsement ordered ye payment of ye contents of said Note then wholly unpaid, to be made to the Pl^t of all which y^d William instantly had Notice and so became liable to pay the same to the Pl^t & being so liable the s^d William promised the Pl^t to pay him the same on demand and also for that said William at Springfield on the Third day of May 1765 by one other Note of that date for Value received promised one John Wait to pay him or order two pound 13/9 lawfull money on demand & afterwards Viz^t on ye 4th day of May 1765 s^d John by his indorsement ordered the payment of ye contents of said Note then wholly due to be made to ye Pl^t of all which said William instantly had notice and so became liable to pay ye same to ye Pl^t & being so liable promised the said Pl^t to pay him the same on demand and also for that said William at Springfield on the last day of March last was justly indebted to ye said Pl^t in ye Sum of one pound 4/11 on account according to the account annexed to the Writ, then said William in consideration thereof promised the Pl^t to pay him ye same on demand &c as in the Writ .. The Pl^t appears by Daniel Jones Esq his Attorney And ye s^d Willm being three times publickly called makes default of appearance in Court ... Therefore it is considered by the Court that ye s^d Michael do recover against ye s^d Willm £0: 13: 1¼ of lawfull money damages & Cost of Court taxed at

Exon is 29th June 1767

Easton
v
Youngloue
No. 22

Ahiramaay Easton of Westfield in the County of Hampshire joines
Wm Timothy Youngloue of Great Barrington in the County of Berkshire
yeoman deft in a plea of the Case for that the said Timothy at Spring
field on the last day of january last past being justly indebted to the
said Ahiramaay in the sum of five pounds 2/10 lawfull money for the
like sum of money by him the said Timothy before that time had &
received of the said Ahiramaay & being so indebted wch Timothy there & there
in Consideration thereof promised wch Ahiramaay to pay him said sum
on demand And also for that wch Timothy at said Springfield on the
last day of janry last being justly indebted to the said Ahiramaay in
one other sum of five pounds 2/10 of lawfull money for Articles of Acct there
before that time had & received by the sd Timothy of the said Ahiramaay at
the speical instance & request of the said Timothy according to a writ hereto annexed (viz how writ)
the said Timothy promised wch said Ahiramaay to pay to him said sum
last mentioned on demand: Yet the said Timothy tho often requested
hath never performed either of his sd promises but he denys to do it: To the
damage of the said Ahiramaay the sum of £9 ... The Plt appears by —
John Worthing Esq & John Phelps Gentr his Attorneys, and the deft by
Mark Hopkins his Attorney comes & defends &c & Says he never promised in
manner & form as the Plt in his declaration against him hath alledged
& thereof puts himself on the Country & the said Ahiramaay reserving
Liberty to alter this plea tendered at the Trial of the appeal & join wch issue tendered
says that the plea abovepleaded by the said Timothy is an insufficient
Answer to his wch Ahiramaay declaration and that he is not holden by
the Law of the Land to answer thereto & this he is ready to verify & Merit for
want of a sufficient plea on the said Timothys Behalf wch Ahiramaay
prays judgment for his damages & judgment for his Cost ... And the
said Timothy consenting to the sd reservation say his plea is sufficient

Thereupon wch premises being seen and by Court of wch Lord the King
now here fully understood and for that it appears to the said Court of the Lord the
King that the plea aforesaid of the said Timothy and the matters
therein contained are sufficient in law to preclude the said Ahamaay
from having his aforesd action maintained against the said Timothy
Therefore it is considered that wch said Ahiramaay by his plea aforesaid
have Nothing but that for his groundless demand he be in mercy — It is
also considered that the sd Timothy do recover against the sd Ahamaay £1: 0
of lawfull money allowed him with his assent for his Costs in defending the
suit of the sd Ahiramaay whereof he may have his Execon — —

The said Ahiramaay by his sd Attorney appeals from the judgment
of this Court to the Superiour Court of judicature to be holden at Spring-
field within & for the County of Hampshire on the fourth Tuesday of Sep-
tember next ensuing & he recognizes with sureties as the law directs for the
sd Ahiramaay prosecuting wch appeal with effect as by sd recognizance on file it appears

(64)

Eustis
vs
Danks &c
No. 23

Jane Eustis of Boston in the County of Suffolk Milliner Pltf vs Benoni Danks lately of Chigneto in the province of Nova Scotia Esqr deft in a plea of the case and wherein the said jane complains for this to wit that whereas the said Benoni on the Twenty sixth day of November 1764 at Springfield made his certain Note in writing with his proper hand subscribed bearing date the same day & year & by the same Note promised to pay to Messrs Thompson & Gridley or order one Hundred & sixty one pound 15/6 lawfull money on demand with interest from the date of sd Note till paid for Value Received And that sum of money being wholly unpaid to the said Thompson & Gridley the same Thompson & Gridley afterward to wit on the Twenty seventh day of November afores at Springfield afores indorsed that Note with their own proper hands subscribed and by that indorsement they appointed wd Whole contents of said Note to be paid to her sd said jane Value Rec'd Whereof the sd Benoni afterward on the same twenty seventh day of Novr at said Springfield had notice and by reason there of he sd Benoni became liable to pay the said jane the whole contents of the sd Note according to the Tenor thereof and in consideration of the premises sd Benoni in the Twenty seventh day of November afores at Springfield afores assumed on himself and to sd jane then and there promised to pay to her sd whole contents of said Note according to the Tenor thereof whenever he should be thereto requested & tho the said Benoni has not paid sd Contents of the sd note or any part thereof to the said jane altho often requested but wholly refuses to doit ... To the damage of the said jane £190—

The said jane appears by Joseph Hawley Esq her Attr, & forasmuch as it appears to the Court of the Lord the King now here that the said Benoni is not an Inhabitant of this Province and probably cannot have had Notice of this suit Therefore it is ~~ordered~~ ordered that the Action be continued to sd next Term of the Court to be holden &c

Bourn
vs
Webb
No. 24

Shearjashub Bourn of Situate in the County of Plymouth Yeo Pltf vs Samuel Webb lately of Murrayfield in the County of Hampshire yeoman deft in a plea of the Case for that whereas the said Samuel on sixteenth day of may Anno 1764 at Springfield by his note for Value Rec'd promised the said Shearjashub to pay him one pound 15/6 lawfull money on demand with lawfull interest till paid yet the said Samuel tho often thereto requested has not paid the contents of the said Note or any part thereof to the said Shearjashub but he wholly denys to do it To the damage of sd Shearjashub four pounds ... The Pltf appears by Joseph Hawley Esq his Attorney and the said Samuel being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Shearjashub do recover against the said Samuel two pound 1/10½ of lawfull money damages & cost of Court taxed at two pound 7/2 & thereof ... Execution 17th Dec 1767

Samuel Mather of Northampton in the County of Hampshire Esq Plt vs Charles Phelps late of Hadley in ysame County Gentn deft in a plea of Trespass on the Case and wherein the said Samuel complains that whereas the said Charles on the twenty sixth day of July Dom 1764 at Northampton made a certain Note in writing under his hand bearing date the same day & year by which he promised the Pl Samuel to pay him or order Eight pound 17/7 lawfull money on demand with lawfull interest till paid (for Value Rec) whereby & by reason whereof the said Charles became Chargeable to pay the said contents of the said Note to the said Samll according to the Tenor thereof and being so chargeable the said Charles on the said Twenty sixth day of July at Northampton aforesd in consideration thereof assumed on himself and to the said Samuel promised that he would pay the contents of said Note to the said Samuel according to the Tenor thereof .. Yet wch Charles tho often requested has not paid the contents of the said Note to the said Samll But wholly denies to doit To the damage of sd Samll fifteen pound ... The Plt appears by Joseph Hawley Esq his Attorney and the said Charles being three times publickly called to come into Court makes default of appearance

Therefore it is considered by the Court that the said Samll do recover against the said Charles the sum of ten pound 7/7¼ of lawfull mony damages & cost of Court taxed at one pound 15/2 & thereof &c

After all which the said Charles comes here by Elisha Porter Gentn his Attorney and appeals from wch judgment of this Court to y Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing & hereto cognizes with Surities as the law directs for the said Charles prosecuting the appeal with effect as by said Recognizance on file it appears

Mather Pltf
vs
Phelps Deft
No. 25

Bildad Fowler of Westfield in the County of Hampshire Trader Plt vs Reuben Sweatman of Granville in ysame County yeoman deft in a plea that said Reuben render to the said Bildad two pound 9/6 which to the said Bildad he owes & from him unjustly detains & whereon sd Bildad says that at about holden by Eldad Taylor Esq one of the justices of the peace for the said County of Hampshire at his dwelling house in Westfield in the same County on the twenty sixth day of August A 1764 in the fifth year of the King's reign He said Bildad recovered against the said Reuben one pound 18/2 for his damages by him sustained by reason of the said Reubens not performing to him the said Bildad his the said Reubens promise before that Time made to the Plt & also 11/4 for his Costs & Charges by him about his Suit in that Behalf expended whereof said Reuben is convict as by the Record thereof in our said Court

Fowler Pltf
vs
Sweatman
No. 26

(66)

Court to be produced will appear which judgment is yet in full force not satisfied nor reversed & the said Bildad never sued out Execon on said judgment in form aforesaid recovered whereby action accrues to the said Bildad to demand & have of the said Reuben the sums aforesaid amounting in the whole to the Sum of two pounds 9/6 yet the said Reuben tho often requested hath never paid the same to the said Bildad But the said Reuben wholly denies to do it To the damage of the sd Bildad three pounds

Fowler vs Sweatman

The Parties appear and humbly pray that this case may be further continued until the next Term and it is granted them and the said parties have a further day accordingly

Ashley vs Billing No. 27

Joseph Ashley of Sunderland in the county of Hampshire yeo[man] Plt vs Fellows Billing of the same place and County Gentr deft in a plea of Tresspass wherein said Joseph complains & says that he the said Joseph on the Thirtieth day of September last past at Sunderland aforesd was possessed of a certain deed of Bargain & sale wherein one Richard Montague granted Bargained & sold to the said Joseph Ashley To hold to him his Heirs & Assigns for ever a certain Lot of Land with the Appurtenances lying in Sunderland aforesaid the same lot being part of the twentieth Homelot in No. 10 called on the East side of the Town street & extending East to the first drain from the front or said Town Street including the whole of sd Homelot from sd Front or Street to said Drain commonly called the great drain: Bounded Eastn said drain West on sd Town street North on Sam[l] Bridgmans Lot & South on ye Lane or Country road and wherein also the said Richard bound himself & his Heirs to warrant and defend the same Lot of Land so granted Bargained & sold as aforesaid To the sd Joseph his Heirs and Assigns forever against the lawfull Claims of all persons said deed being Signed by the said Richard Montague and Sealed with the Seal of the said Richard Montague and delivered to sd Joseph by said Richard as the said Richards act & deed by Virtue whereof the sd Joseph then held the said granted Lot of Land of ye Value of one Hundred & sixty pounds as his own proper Estate in Fee simple as of his the said Josephs own proper deed of Bargain & Sale and being so thereof possessed Afterwards to wit on the said Thirtieth day of September aforesaid at Sd. Sunderland said Joseph the same deed out of his possession casually lost which deed so lost there afterward to wit on the same Thirtieth day of September aforesaid came into the hands and possession of ye said Fellows by finding Nevertheless the said Fellows knowing the sd deed to be the proper deed of said Joseph and to him of right to belong and contriving & intending the said Joseph of his deed and his whole estate thereby Bargained and sold aforesaid subtilly to deceive & defraud tho often requested hath never delivered sd deed to sd Joseph but afterwards (viz) on ye first day of October last past the same deed converted & disposed to his own use To the damage of ye said Joseph £200

the

Ashley
vs
Billing

The before named parties come into Court in their proper persons and here agree to submit the Case and also all other disputes controversies & demands at Law or in Equity, subsisting between them to the final determination and award of Timothy Dwight junior Esq Ebenezer Hunt Gentleman both of Northampton & William Williams of Hatfield Gentn or any two of them / Arbitrators mutually elected by the said Parties / to be made upon the premises & returned into this Court as soon as may be, and the proceedings of the Parties thereon are continued until the next Term of this Court &c

Anderson
vs
Hitchcock
No. 28

David Anderson of South Brimfield in the County of Hampshire yeoman Plt vs John Hitchcock of Brimfield in the same county yeoman Deft in a plea of the case for that the said John at said South Brimfield on the 19th day of June Dom. 1766 for Value rec promised said David to pay him Ten pound 10/ lawfull money within six months from the date of said Note with interest till paid &c as in sd Writ ... The Plt appears by Timo Danielson Gentn his Attorney And the Deft being three times publickly called makes default of appearance in Court ... Therefore it is considered by the Court that the Sd David do recover against the said John Eleven pounds ~~Ten~~ one Shilling 16/ of lawfull money damages & cost of Court taxed at one pound 15/6 & thereof &c

Anderson
vs
Carpenter
No. 29

James Anderson of Templeton in the County of Worcester yeoman Plt vs Deliverance Carpenter of Brimfield in the County of Hampshire yeoman deft in a plea of the Case for that the said Deliverance at Springfield on the twenty ninth day of September Dom. 1766 by his Note of sd date for Value rec promised sd James to pay him or order Ten pound 10/ lawfull money within six months from sd date yet said Deliverance has never paid the same but neglects to do it &c as in the Writ ... To the damage of said James £14 ... The Plt appears by Timo Danielson Gentn his Attr And the sd Deliverance being three times publickly called to come into Court makes default of appearance here ... Therefore it is considered by sd Court that the said James do recover against the said Deliverance ten pound 10/ of lawfull money damages & Cost of Court taxed at two pound 3/10 & thereof &c

Exon is 27th Augt 1767

Holland
vs
Forda &c
No. 30

Henry Holland of the City of New York in the County & Colony of New York Merchant Plt vs Jarnetje Forda Gentlewoman of Claverack in sd County of Albany & province of New York Peter Forda of Lunenburgh in sd same County yeoman Lawrence Forda of Claverack aforesd yeoman Stephen Sandyck of sd Lunenburgh Esq & Abraham Yates of Albany aforesd Esq Executors of the last will and Testament of Abraham Forda of said Claverack Merchant dec'd Defts in a plea that the said Executors render to him sd Plt Henry one Thousand seventy & two pounds 10/ 4d lawfull money

Holland
vs
Fonda Exr

unjustly detain and whereon the said Henry Holland saith that the
afores[d] Abraham Fonda at Springfield on the Thirtieth day of Nov[r]
Anno[i] 1756 being then alive) by his Bond of that date well executed under
his hand & Seal and in Court to be produced bound himself (by the name
of Abraham Fonda of the County of Albany & Colony of New york Mer[te]
unto the said Henry (by the Name of Henry Holland of s[d] City & Colony
of New York afores[d] Merchant) in the Sum of one Thousand four Hundred
& Ninty pounds 12/6 currant money of New york (which is equal to the
said Sum of one Thousand seventy two pound 19/4½ lawfull money of
this province to be paid to the s[d] Henry on demand Yet the s[d] Abraham
tho often requested & demanded never paid the said sum whilst living nor
have the Executors since the death of s[d] Abraham or either of them paid
the same or any part thereof But unjustly neglect to pay the same
to the damage of the s[d] Henry £1073 ... The Pl[t] appears by Mark Hopkins
Esq his Attorney And the Defts being three Times publickly called make
default of appearance in Court — Therefore it is considered by y[e] Court
that the said Pl[t] do recover against the s[d] defts £641:15 of lawfull mony
Debt and Cost of Court taxed at three pound 10/4 & thereof he may have his Ex[on]
Execon iss[d] 26 May 1767

Schuyler
vs
Eodem
No: 31

Myndert Schuyler of the City of New york in the County and Colony of New
York Pl[t] vs Jannatje Fonda of Clauverack in the County of Albany &
Province of New york Gentlewoman Peter Fonda of Lunenburgh in s[d] Colony
County of Albany Lawrence Fonda of said Clauverack yeoman Stephen Landyer
of Lunenburgh aforesaid Esq[r] & Abraham Yates of Albany aforesaid Esq[r] Exec[rs]
of the last will & testament of Abraham Fonda late of s[d] Clauverack Esq[r] deceas[d]
Defts in a plea of the Case for that the said Abraham Fonda at Springfield
on the first day of December Anno 1762 (he being then alive) being justly
indebted to the said Myndert the Sum of two Hundred & twenty eight pound
currant money of the province of New York (which is equal to 171£ lawfull
money of this province of the Massachusetts Bay) for sundry goods Wares
and Merchandizes by s[d] Myndert to the said Abraham before s[d] time
sold & delivered: in consideration thereof the said Abraham Fonda then
and there promised the said Myndert to him y[e] same on demand —
Yet the said Abraham Fonda in his life time never paid the same or
any part thereof tho often thereto requested Nor have s[d] said Jannetje
Peter Lawrence Stephen and Abraham Yates Executors as aforesaid ever
paid the same since the Death of said Abraham y[e] Testator tho they have
been often requested but they unjustly neglect & refuse to doit To the da:
mage of the said Myndert £200 ... The Pl[t] appears by Mark Hopkins
Esq his Att[y] and the defts being three Times publickly called make
default of appearance in Court ... Therefore it is considered by y[e] Court
that s[d] Myndert do recover against s[d] Executors one Hundred & ninety four
pound 6/8¾ of lawfull mony damages & Cost of Court taxed at three pound 10/4 &c
Execon iss[d] 26th May 1767
&c & disposed to his own use ... To the damage of s[d] Pl[t]

Veder
vs
Williams &
No 32

Simeon Johannis Veder of the City of Albany in the County of Albany & Province of New York Merchant Plt vs William Williams of Pittsfield in y County of Berkshire Esquire Deft in a plea of the case for that the said William on y twenty sixth day of August Anno Dom 1765 the time being a person useing Commerce viz at Springfield being indebted to the said Simeon Johs the sum of Seventy pounds Sterling money of Great Britain according to the Usage & custom of Merchants Viz at Springfield aforesaid made three several Bills of exchange subscribed with his proper Name & hand of him y said William for one & the same sum of money & directed y same several Bills of exchange to Henry Fowler Esq at the pay office White Hall London & by the same several bills of exchange required the said Henry to pay the same in manner & form following Viz the said William by y first of the said three Bills of exchange required the said Henry thirty days after the sight of his said first Bill (second & third of the same Tenor & date not paid) to pay unto the said Simeon Johs Veder or his order, the sum of seventy pounds Sterling which is equal to ninety pounds L.M lawfull money of the Province of the Massachusetts Bay it being the said Williams Arrears as a reduced Captn in Sir William Pepperills Bart late Regiment of foot and Charge the same with or without further Advice to the Act of the said William and the same William by the rest of his said three Bills of Exchange required the said Henry thirty days after sight of that his second Bill of exchange (first & third of the same Tenor & date not paid) to pay unto the aforesaid Simeon Johs Veder or his order the sum of seventy pounds Sterling it being his Arrears as a reduced Captn in Sir William Pepperills Bart late Regiment of foot & to charge the same with or without further Advice to the act of y said William and the said William by the third of said three Bills of Exchange required the said Henry thirty days after sight of that his third Bill of exchange first & second of the same Tenor & date not paid, to pay unto y said Simeon Johs Veder the sum of Seventy pounds sterling it being his Arrears as a reduced Captn in Sir Willm Pepperills Bart late Regiment of foot & to charge the same with or without further advice ,, And the said — Simeon Johs Veder in fact says that afterward Viz on the 16th day of Jany A.D 1766 at Springfield aforesaid he did (according to the Usage of Merchants) duly write y said Henry Fowler the aforesd first Bill of Exchange subscribed with the proper hand & seal name of said Willm (the said second & third Bills of Exchange being then not paid nor was any part of the said Seventy pounds sterling then paid or satisfied, and then & there required him the said Henry to accept & pay the same Bill of exchange according to the Tenor thereof But the said Henry Fowler did not accept or pay the same Bill of Exchange But then & there altogether refused to accept the same or ever to pay the said sum of Seventy pounds sterling in the same Bill

Veeder
vs
Williams

Mentioned of which Premises the aforesd William Williams after-
=wards vizt on the same sixteenth day of January last abovesaid at Spring-
=field aforesaid had notice, by reason of which premises he the sd William
Williams according to Law & the custom of Merchants became liable to
pay to sd Simeon the said Sum of Seventy pounds sterling in the same
Bill of Exchange mentioned and the interest thereof. And all the costs
Charges and damages occasioned by the Premises And he the said William
being so liable afterward vizt on the same sixteenth day of January aforesd
at Springfield aforesd in consideration thereof undertook and to the said Simeon
Joh^a Veeder then & there faithfully promised that he the sd William would
well & truly pay the same to him the said Simeon Joh^a on demand

And also for that the sd William Williams on the twenty sixth Day of
August Anno^q 1765 aforesd at Springfield was indebted to the said Simeon
Joh^a Vader the Sum of seventy pounds Sterling, which is equal to ninety three
pounds l/o lawfull money of this province of the Massachusetts Bay for so
much money before that time had & received by the said William to the use
of the said Simeon Joh^a and being so indebted he the said William then &
there in consideration thereof promised the said Simeon Joh^a to pay him the
same on demand Yet the said William his said several promises not regarding
has not paid the said several Sums or either of them or any part thereof tho
he has been often thereto requested vizt at said Springfield But he the said
William unjustly neglects & refuses to fulfill his said several promises or
either of them. To the damage of the sd Simeon Joh^a of Veeder £130—

The Plt appears by Mark Hopkins Esqr his Attorney, and the said Wilm
by Woodbridge Little his Attorney comes & defends &c and says that the said
Simeon ought not to have & maintain his action against him because
he says that the Bond declared on is not his act and deed and therefore
prays judgment whether the said Simeon ought to have action against
him & judgment for his Cost — and the said Simeon by his said Attor-
=plying says that he ought not to be precluded from having or maintaining
his said Action against the said William because he says that the plea by the sd
William above pleaded is an insufficient answer to sd Declaration of the sd
Simeon and that he is under no necessity nor is obliged by the law of the
Land to make answer thereto and this he is ready to verify Wherefore for
default of a sufficient plea in this Behalf he prays judgment for his
damages & costs ... And the said Willm says his plea is sufficient

Whereupon all and singular the premises being seen & fully understood
by the Court of sd Lord the King now here, for that it appears to the said Court
that the plea aforesaid of the said William and matters therein contained are not sufficient in law to preclude
the said Simeon from proceeding in his said Action against the said William
or from his damages aforesaid —

Therefore—

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Therefore it is considered by the Court that the said Simeon Jobb do- recover againſt the ſaid William the ſum of one Hundred & twelve pounds 7/2 of lawfull money damages and Coſt of Court taxed at three pound 2/0 & there of he may have his Excon

Veeder vs Williams &c

The ſaid William by his abovenamed Attorney appeals from the judgment of this Court to the ſuperiour Court of judicature to be holden at Springfield within and for the county of Hampſhire on the fourth Tuesday of September next enſuing and hereby recognizes with ſurities as the law directs for the ſaid William' proſecuting his appeal with effect as by ſd recognizance on file it appears

Hulburt vs Payen No. 33

Samuel Hulburt of Sharon in ſd County Litchfield & colony of Con=necticutt Gentn Plt vs Samuel Payen of Williamstown in ſd County of Berkshire yeoma Deft in a plea of ſd Case for that the ſaid Samuel Payen at Springfield on the ninth day of February A D 1765 by his promiſory Note of that date for Valle led promiſed ſd Samuel Hulburt to pay him four pound 14/ Currant money of ſd Provinc of New York which is equal to three pound 10/6 lawfull money of this province at or before the first day of April then next enſuing with intereſt till paid &c as in the Writ ... The Plt appears by Mark Hopkins Esq his Attr and the Deft being three Times publickly called makes deſaultt of appearance in Court — — Therefore it is considered by the Court of ſd Samll Hulburt do recover againſt ſd Samll Payen four pound 12/2 of lawfull money damages & cost of Court taxed at two pound 14/2 & there of &c — — — — — — — Excon iſs 26th May 1767

Idem vs Fuller No. 34

Samuel Hulburt of Sharon in the County of Litchfield & in ſd Colony of Connecticutt Gentn Plt vs Elkanah Fuller of Sheffield in ſd County of Berkshire yeoman deft in a plea of the case for that the ſaid Elkanah at Springfield on the ſixteenth day of May A D 1763 by his pro- miſory note of that date for Value received promiſed ſd Samll to pay him ſix pounds lawfull money at or before ſd nineteenth day of May laſt afores with lawfull intereſt till paid Yet the ſaid Elkanah hath never paid the ſame But wholly refuſes to fulfill his ſd promiſe &c as in ſd Writ, To the damage of ſd Samll, £9 ... The Plt appears by Mark Hopkins Esq his Attorney and the ſaid Elkanah being three times publickly called makes deſaultt of appearance in Court — Therefore it is conſidered by ſd Court that the ſd Samuel do recover againſt ſd Elkanah ſeven pound 2/9 of lawfull money damages & coſt of Court taxed at £2:13/4 & there of &c Excon iſs 26th May 1767

Brown &c vs Lee No. 35

William Brown & Richard Ray both of ſd City of New york in ſd County & Province of New York Merchants Plt vs Samll Lee of Great Barrington in ſd County of Berkshire Physician & Michael Hopkins of Amenia precinct in duttchess County in ſd Province of New York Gentleman deft to in

(72)

Brown &c
vs
Lee &c

— In a plea of the Case for that the said Samuel & Michael at Springfield on the second day of March A 1765 by their promisory Note of that date for Value rec promised said William & Richard to pay them the sum of Eighteen pounds lawfull money at or before the nineteenth day of jany 1767 with interest for the same from the nineteenth day of January Anno D. 1766 till paid Yet the said Samll & Michael never paid the same sum of eighteen pounds and the interest nor any penny thereof at or before the same nineteenth day of jany 1767 aforesaid nor did either of them pay unto same nor have unto said Samuel & Michael neither of them ever to this day paid the same or any part there of tho often requested But unjustly have neglected & still neglect & refuse to fulfill their said promise to the damage of the said William & Richard Thirty pounds The Pltf appear by Mark Hopkins Esqr their Attr And the said Samll & Michael being three times publickly called make default of appearance in Court And for that it appears unto Mr. Michael hath not had notice of this suit Therefore it is considered by Court that unto Pltf do recover against unto said Barnes nineteen pounds 8/9¾ of lawfull money damages and Cost of Court taxed at three pound 18/6 & there of &c — After all which the said Samll now here by his Attr. Theodore Sedgwick and appeal from the judgment of this Court to the Superiour court of judicature to be holden at Springfield within & for the county of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for that Samuels prosecuting unto appeal with effect as by Recognizance on file it appears

Hulburt
vs
Bishop
No 36

Samuel Hulburt of Sharon in the county of Litchfield & Colony of Connecticutt Gentr Pltf vs Theophilus Bishop living at a place called a Gore or Grant of Land West of Pittsfield in the county of Berkshire yeoman Deft in a plea of the Case for that unto said Theophilus at Springfield on unto seventh day of December A 1763 by Note of that date for Value rec promised the said Samuel to pay him six pounds 6/ at or before the first of may next ensuing with interest till paid &c as in the Writ — The Pltf appears by Mark Hopkins Esq his Attr and the said Theophilus being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that unto said Samuel do recover against the said Theophilus seven pound 9/0 of lawfull money damages and Cost of Court taxed at two pound 12/4 &c — Execution 26th May 1767

Walker
vs
Forey &c
No 37

John Walker of Hartford in unto County of Hartford & colony of Connecticutt Merchant Pltf vs Thomas Forey & Benjamin Forey both late of New London in the County of New London & Colony aforesaid Merchants Defts in a plea that the said Thomas & Benjamin render to him the said John twenty pounds 2/ lawfull money which to him they owe and unjustly detain and whereon unto said John says that at the Superiour Court holden

Holden at Hartford in the County of Hartford viz at Springfield on the third day of March Ao 1767 he / by the Name of John Walker of Hartford / by the judgment of the same Court recovered against the said Thomas & Benjamin / by the Name of Thomas Foxy & Benjamin Josey both of New London in Company / Thirteen pounds 12/ lawfull money damages by reason of the sd Thomas & Benjamins not performing to him their promise before that time made him and also for the sum of eight pounds 10/ like money for costs & charges by him about his suit in that Behalf expended whereof the said Thomas and Benjamin are convict as by the Record thereof in Court to be produced is manifest & appears which judgment yet remains in full force not satisfied nor recovered & att^tho the said John on ye 14th day of March last past sued out the Writ of Execon on ye judgment aforesd yet no part of the said sums was thereby levied and the same is long since returned wholly unsatisfied So that Action accrues to the said John to demand & have of the said Thomas & Benjamin ye sums aforesaid in form aforesd recovered viz / at Springfield aforesaid Yet the said Thomas & Benjamin tho they have been often thereto requested have never paid ye same nor hath either of them paid ye same nor any part thereof but they and each of them unjustly neglect & deny to pay the same to the damage of sd John twenty six pounds / The Writ appears by Mark Hopkins Esqr his Att^y and for as much as it has been made to appear to this Court that the said Thomas & Benjamin at the time of ye service of this Writ were out of this province and probably have not had Notice of this Suit Therefore it is ordered by the Court the Case be continued until the next Term to be holden &c

Thomas / Benjamin / Walker vs Josey &c

Barty Jones of Hartford in ye County of Hartford & Colony of Connecticut yeoman Pltf vs Jonathan Whaples of Sandesfield in the County of Berkshire yeoman deft in a plea of the Case for that that the said Jonathan at Springfield aforesaid on ye twenty sixth day of June Ao 1766 by his Note of ye date for Value received promised the said Bartty to pay him eight pounds 14/ in good Beef at money price by ye first of Octo^br then next ensuing and the said Bartty saith he hath always been ready to receive s^d eight pounds 14/ in good Beef at money price viz at Springfield aforesd / Yet ye said Jonathan hath never paid ye same nor any part thereof performed his promise & ca in ye Writ To the damage of ye said Bartty Twelve pounds / The Writ appears by Mark Hopkins Esqr his Attorney and the said Jonathan being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court y^t the sd Bartty do recover against the said Jonathan nine pounds 6/ of lawfull money damages & cost of Court taxed at £2 & thereupon after all which the said Jonathan comes here by John Phelps Gent his Att^y and appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next and here recognizes with sureties according to law directs for said his prosecution ye appeal with effect as by sd Recognizance on file it appears

Jones vs Whaples No 3d

(74)

Dewey
vs
Perry
No. 39

Moses Dewey of Westfield in the County of Hampshire Gentn
Pltf vs Eliakim Perry of Great Barrington in the County of Berkshire
yeoman deft in a plea of the Case for that the said Eliakim at Spring
field on the twenty sixth day of November A D 1766 by his Note of ye date
for Value rec^d promised said Moses to pay him five pounds lawfull mony
on demand &c as in ye Writ — The Pltf appears by Mark Hopkins
Esq his Attorney and the said Eliakim being three times publickly
called makes default of appearance in Court — Therefore it is
considered by the Court that the said Moses do recover against the said
Eliakim the sum of four pounds 13/3½ of lawfull money damages
and Cost of Court taxed at one pound 16/6 and the s^d Moses may have &c
Execon ijs 29th August 1767

Slyck
vs
Ingersoll
No. 40

Tobias Van Slyck of Kenderhook in the County of Albany &
province of New York yeoman Pltf vs William Ingersoll of Great
Barrington in the County of Berkshire Gentn deft in a plea of the
Case for that the said William at Springfield on the ninth day of
August A D 1766 by his Note for Value rec^d promised the said Tobias to
pay him or his order forty nine pounds 7/9 lawfull money by the
first day june next ensuing ye date of said Note with interest till paid
Yet ye said William has never performed his said promise tho often re-
quested &c as in ye Writ To the damage of ye said Tobias sixty five pounds
the Pltf appears by Mark Hopkins Esq his Attorney And ye said Will-
-iam being three times publickly called makes default of appearance
in Court — Therefore it is considered by the Court that the s^d
Tobias do recover against the said William forty six pounds 5/4 3/4
lawfull money damages & cost of Court taxed two pound 17/4 & thereof &c
Execon ijs 26th May 1767

Bebee
vs
Cowls
No. 41

Martin Bebee of the New Plantation called New Concad in the
County of Albany and Province of New York yeoman Pltf vs Benjamin
Cowls of Canaan in the County of Litchfield and Colony of Connec-
-ticutt Gentn deft in a plea of the Case for that the said Benjamin
at Springfield on the fifth day of May last past by his Note of that
date for Value received promised the said Martin to pay him the sum
of Sixteen pounds 6/8 Currant money of the province of New York w^ch
is equal To twelve pound 8/ lawfull money of this province on demand with
Interest till paid Yet the said Benjamin tho often requested hath now
paid the same or any part thereof but wholly neglects it To the damage of
ye said Benjamin Twenty pounds The Pltf appears by Woodbridge
Sittle his Attorney & for as much as it appears to this Court that y^e
said Benjamin at the time of ye Servic of this Writ was out of the province
probably has not had notice of this suit Therefore it is ordered that the case
be continued until ye next Term of this Court to be holden &c

Moses Graves of Pittsfield in the County of Berkshire Gentr Pltf vs Ephraim Seelye of Hownal in the province of New York yeoman Deft } Graves vs Seelye No 42

in aplea of the Case for that whereas the said Ephraim at Springfield on the tenth day of July last past by his Note of that date for Value rec'd promised the said Moses to pay him or his order Thirty five pounds lawfull money by the first day of April then next with the lawfull Interest till paid Yet the said Ephraim tho often thereto requested hath never paid the same or any part thereof to the said Moses or his order but wholly neglects to do it To the damage of the said Moses fifty pounds .. The Plt appears by Woodbridge Little Gentn his Attorney And forasmuch as it appears to the Court that the said Ephraim is not an Inhabitant of this province and probably cannot have had notice of this Suit It is therefore ordered by the Court that the said action be continued until ye next Term of the Court to be holden &c

David Van Schaack of Kenderhook in the County of Albany and province of New York Merchant Plt vs Nathan Ball of Stockbridge in sd County of Berkshire yeoman deft in aplea of the Case for that the said Nathan at Springfield on the second day of August A D 1765 by his Note of that date for Value recvd promised the said David to pay him or his order twenty five pound 15/3 lawfull money on the first day of December then next with sd lawfull interest thereof from the date of sd Note till paid Yet the said Nathan tho often requested hath never paid the same or any part thereof but wholly neglects it To the damage of the said David Thirty pounds .. The Plt appears by Woodbridge Little his Attr and the said Nathan being three times publickly called to come into Court makes default of appearance in Court - Therefore it is considered by the Court that the said David do recover against sd said Nathan twenty eight pounds 10/9½ of lawfull money damages & Cost of Court taxed at two pounds 7/8 & therefore &c } Van Schaack vs Ball No 43

The said Nathan afterwards at this same Term comes here by Mark Hopkins Esq his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Nathans prosecuting the appeal with effect as by said recognizance on file it appears

Cornelius Van Schaack Junr of Kenderhook in the County of Albany & Province of New York yeoman Plt vs Hezekiah Jones Junr of Pittsfield in the County of Berkshire yeoman Deft in aplea of the Case for that the said Hezekiah at Springfield on the eighteenth day of December A D 1764 by his Note of that date for Value received promised sd Cornelius to pay him or his order two pound 12/9 New york money which is equal to one pound 19/6 3/4 } Van Schaack vs Jones No 44

(76)

Van Schaack vs Jories

Lawfull money on demand with interest till paid Yet the said Hezekiah tho often thereto requested hath never paid the same or any part thereof But wholly neglects to do it To the damage of the said Cornelius Four pounds — The Plt appears by Woodbridge Little Gentn his Attorney and the said Hezekiah being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Cornelius do recover against the said Hezekiah two pound 5/2¼ of lawfull money damages & cost of Court taxed at £2:7: & thereof &c

Exon Ffs 26th May 1767

Idem vs Martin No. 45

Cornelius Van Schaack 2d junr of Kinderhook in the County of Albany and Province of New York yeoman Plt vs Caleb Martin of Lanesborough in the County of Berkshire yeoman deft in a plea of the Case for that the said Caleb at Springfield to wit on the eighth day of Novr Anno Dom 1765 by his Note of that date for Value rec promised the said Cornelius to pay him or his Order six pound L/G lawfull money on demand with interest from the first day of February then next ensuing yet the said Caleb tho often requested hath never paid the same &c as in the Writ To the damage of said Cornelius Nine pounds ... The Plt appears by Woodbridge Little his Attr and the said Caleb being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Cornelius do recover against the said Caleb seven pound & six pence one farthing of lawfull money damages & cost of Court taxed at two pound 18/2 & thereof &c

Exon Ffs 26th May 1767

Fonda vs Petit No. 46

Lawrence Fonda of Claverack in the County of Albany and province of New York yeoman Plt vs Jonathan Petit of Sheffield in the County of Berkshire yeoman deft in a plea of the Case for that the said Jonathan at Springfield on the Eleventh day of May Anno Dom 1764 by his Note of that date for Value rec promised the said Lawrence to pay him or cause to be paid to him or his Order ten pound L/ Lawfull money on or before the the first day of May then next ensuing with interest till paid But hath never paid the same &c as in the Writ — To the damage of the said Lawrence ten pounds — The Plt appears by Theodore Sedgwick Gentn his Attr and the said Jonathan being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Lawrence do recover against the said Jonathan of lawfull money damages and Cost of Court taxed at two pound 7/6 & thereof &c

Moor vs Benton No. 47

Jonathan Moor junr of Salisbury in the County of Litchfield in the Colony of Connecticutt Husbandman Plt vs Samuel Benton of Richmond in the County of Berkshire yeoman deft In a plea of the Case for that the said Samuel at Springfield on the fifteenth day of Octr Anno

Dom^i. 1766 by his promisory Note of that date for Value received promised the said Jonathan to pay him ten pounds 6/8 lawfull money at or before the first day of April 1767 with lawfull interest till paid yt the said Samuel tho often requested hath never paid the same & ainvd Writ To the damage of sd Jonathan thirteen pounds — The 1st appeared by Theodore Sedgwick his attorney and def^d Samuel being three times publickly called makes default of appearance in Court

Moor vs Benton

Therefore it is considered by the Court that the said Jonathan do recover against the said Samuel the sum of ten pound 13/10½ of lawfull money damages & Cost of Court taxed at two pound 15/2 & thereof &c

Execon Issd 26th May 1767

Elisha Parks of Westfield in the County of Hampshire Gent^r Pltf vs Jonathan Whapples of Sandisfield in ye County of Berkshire yeoman deft in a plea of the case for that whereas the said Jonathan at Springfield on the first day of June A^o 1764 by his Note of that date for Value rec^d promised one Captn John Chadwick to pay him or order thirty eight pounds lawfull money within two years from the date of said Note with lawfull interest thereof till paid and afterwards Viz on ye same day at Springfield the said John by his indorsement on the back of ye same Note for Value rec^d ordered & appointed ye Contents of sd Note then wholly unpaid to be paid to yd Elisha Whereof the said Jonathan on ye same day had Notice whereby yd Jonathan became liable to pay ye Contents of sd Note to said Elisha And the said Jonathan then and there in consideration thereof promised yd Elisha to pay him ye same, with^in yd two years aforesaid with the interest & yet the said Jonathan tho often requested hath never paid ye same or the interest & ain ye Writ to the damage of yd Elisha fifty pounds — The Pltf appears by Theodore Sedgwick Gent^r his Att^y and the said Jonathan being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that the sd Elisha do recover against yd said Jonathan forty four pounds 15/2¾ of lawfull money damages & Cost of Court taxed at one pound 11/10 & thereof &c —

Parks vs Whapples No. 48

After all which the said Jonathan comes here by John Thelps Gent^r his Attorney and appeals from the judgment of this Court to the Supreme Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Surities as ye law directs for the said Jonathan prosecuting the appeal with effect as by said recognizance on file it appears

Gideon Drake of Windsor in the County of Hartford & Colony of Connecticutt Pltf vs Azariah Brown of New Marlborough in the County of Berkshire yeoman deft in a plea of the case for that the said Azariah at Springfield on the 21st day of Octr last past by his Note of that date for Value rec^d promised one Abiather Evens to pay him or his order eight pounds 13/4 lawfull money within

Drake vs Brown No. 49

[76]
Drake
vs
Brown

three months from the date thereof And the said Abiather — afterward at Springfield on ye 26th day of January 1767 by his indorsment on the back of ye same Note for Value rec^d ordered the Contents of ye said Note then wholly due & unpaid to be paid to the said Gideon Whereof ye said Azariah on the same day had notice whereby the said Azariah became liable to pay ye Contents thereof To the said Gideon and said Azariah in Consideration thereof promised the said Gideon to pay him the same on demand yet tho often requested has never paid the same &c as in y^e Writ The P^lt — appears by Theodore Sedgwick Gent^r his Att^y and the said Azariah being three times publickly called makes default of appearance in Court

Therefore it is considered by y^e Court that the said Gideon do re= =cover against the said Azariah eight pound 13/5 of lawfull money damages & Cost of Court taxed at one pound 16/6 & thereof &c

Execon Iss^d 26th May 1767

Fausters
vs
Heaton
No. 50

Josiah Fauster of Chelmsford in the County of Middlesex Gentleman P^lt vs John Heaton of Charlemont in y^e County of Hampshire yeoman deft in a plea of the Case for that the said John at Springfield on ye twenty fourth day of March A^D 1766 by his Note of that date for Value received promised ye said Josiah to pay him or his order the sum of three pounds 0/6 sterling money of Great Britain which is is equal to four pounds 13/4 of lawfull money on demand with interest till paid And also for ye s^d John at Springfield aforesaid was justly indebted to the said Josiah the full sum of one pound lawfull money on an Act according to the Act annexed to the Writ and the said John in Consideration thereof promised the said Josiah to pay him the same on demand Yet the said John tho often requested hath never paid the contents of said Note or the said Act or any part thereof But unjustly neglects to do it To the damag of the s^d Josiah ten pounds — The P^lt appears by Daniel Jones Esqr his Attorney And the said John being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Josiah do recover against ye s^d John five pounds 7/2 of lawfull money damages & Cost of Court taxed at £2: 10: 10 & thereof

After all which the said John comes here by Elijah Williams Gent^r his Attorney & appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with Sureties as the law directs for the said John prosecuting ye appeal with effect as by said recognizance on file it appears

Gunn
vs
Heaton
No. 51

Asahel Gunn of Montague in ye County of Hampshire yeoman P^lt vs John Heaton of Charlemont in ye same County yeoman deft in a plea of ye Case for that the said John at Springfield on the eleventh day of March — A^D 1766 by his Note of hand of that date for Value received promised said Gunn

Asahel to pay him five pounds lawfull money on demand with lawfull interest till paid & tho the said John this often requested hath never paid ye contents of said Note or any part thereof but wholly neglects to do it to the damage of the said Asahel seven pounds The Plt appears by Daniel Jones Esq his attorney and the said John being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Asahel do recover against the said John five pounds 7/1½ of lawfull money damages and Cost of Court taxed at two pounds 2/4 & thereof he may have his Exon -- After all which the said John Comes here by Elijah Williams Gent his Attorney and appeals from the judgment of this Court to the superiour Court of judicature to be holden at Springfield within & for the county of Hampshire on the fourth Tuesday of september next ensuing and hereacognizes with Sureties as law directs for the said John pro-secuting the appeal with effect as by said recognizance on file appears

Gunn vs Heaton

Samuel Poole of Deerfield in y County of Hampshire Gent Pltf vs Elisha Fullam of Fitchburgh in the County of Worcester yeoman deft In aplea of the Case for that the said Elisha at Springfield on the twenty second day of April A/65 by his Note of that date for value received promised said Samuel to pay him or order one Hundred & thirty three pound 6/0 on or before the first day of March next ensuing y date of said Note with interest till paid yet y said Elisha tho often requested hath never paid the same &c as in the Writ to y damage of y Samuel One Hundred pounds The Plt appears by Daniel Jones Esq his Attorney and the said Elisha being three times publickly called makes default of appearance in Court therefore it is considered by the Court that the said Samuel do recover against the said Elisha Eighty seven pounds 5/7¾ of lawfull money damages and Cost of Court taxed at two pounds 5/11 & thereof &c ~~~~ The said Elisha afterwards now at this same Term comes here by John Worthington Esq his Attorney & appeals from y judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on y fourth Tuesday of September next ensuing and hereacognizes with Sureties as y law directs for the said Elisha's prosecuting y appeal with effect as by said recognizance on file it appears

Poole vs Fullam No. 52

Sarah Wright of Wethersfield in y County of Hartford and Colony of Connecticut widow Administratrix of all & singular y Goods & Chattles Rights & Credits of Crafts Wright late of Wethersfield yeoman deceased Plt vs Ephraim Noble of Westfield in y County of Hampshire yeoman deft in aplea of the Case for that said Ephraim at s[d] Wethersfield on the two

Wrights Admx vs Noble No. 53

Wright: Admx
vs
Noble

Twenty seventh day of June Dom 1763 by his promisory Note of that date for Value received promised the said Crafts Wright to pay him Fifteen pounds lawfull money on or before the first of Octo then next if not paid then with interest till paid Yet said Ephraim tho often requested has never paid the same before or since the death of said Crafts & claims Writ Do the damage of said Sarah Twenty pounds The Pltt appears by justin Ely Gentn her Attorney and the said Ephraim being three times publickly called to come into Court makes default of appearance there

Therefore it is considered by the Court that the said Sarah do recover against the said Ephraim fifteen pounds 16/0 of lawfull money damages & Cost of Court taxed at one pound 16/9 ~ Execn is Wtn June 4 by

Wright
vs
Moor
No. 54

Sarah Wright of Wethersfield in the County of Hartford Colony of Connecticutt Spinster Pltt vs James Moor yeoman & William Moor yeoman both of Westfield in sd County of Hampshire defts in a plea of the case for that the said James and William at said Westfield on the eleventh day of july last past by their promisory Note of that date for Value Recd promised the pltt to pay her Twenty two pounds 2/6 at or before 1st of Octr then next with the lawfull interest untill paid Yet said James & William or either of them have not paid said sum or interest to the Pltt but hitherto have & still neglect & refuse to doit To the damage of the said Sarah Twenty five pounds ... The Pltt appears by justin Ely Gentn her attr and the said James & William being three times publickly called make default of appearance in Court

Therefore it is considerd by the Court that the said Sarah do recover against the said James & William twelve pounds 16/11½ of lawfull money damages & Cost of Court taxed at one pound 10/2 & thereof the said James & William afterwards at this same Term come here by John Phelps Gentn their Attorney & appeal from the judgment of this Court to the Supreiom Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said James & Williams prosecuting the appeal with effect as by said recognizance on file it appears

Kathan
vs
Palmer
No. 55

John Kathan of Galloway in sd County of Chester & province of New York Gentn Pltt vs David Palmer of Bolchertown in sd County of Hampshire yeoman deft in a plea of the Case for wt the said David at Springfield on the 3d day of March Domi 1766 by his promisory note of that date for Value there received promised wt Pltt to pay him or his order four pounds of lawfull money by the first day of August then next with interest from the time of payment Yet said David tho often requested hath never paid Warne or interest & claim sd Writ to sd damage of the said John Six pounds

The Plt appears by justin Ely Gentr his attr and the said David being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that the said John do recover against the said David four pound 14/3½ of lawfull money damages & cost of Court taxed at two pound 8/6 & there of &c —— Execon ffo Wm Jones 767

Nathan
vs
Palmer

Nathan Morgan of Springfield in the county of Hampshire yeoman Plt vs Ephraim Pelton of Granville in said County yeoman deft In aplea of the Case for that the said Ephraim at said Granville on the Eleventh day of October Domi 765 by his promisory note of that date for Value received promised said Nathan to pay him three pound 6/ and by y first day of ~~January~~ April then next with interest from the first day of January then next till paid Yet said Ephraim tho often requested has never fulfilled his promise &c as in the Writ To the damage of the said Nathan four pounds —— The Plt appears by justin Ely Gentr his Attorney and the Deft being three Times publickly called makes default of appearance in Court —— Therefore it is considered by y Court that the said Nathan do recover against y.d Ephraim Two pound 18/5½ of lawfull money damages & Cost of Court taxed at one pound 7/11 & there of &c —— Execon ffo 17th July 767

Morgan
vs
Pelton
No. 56

Eliphalet Leonard of Springfield in the County of Hampshire Gentleman Plt vs Robert Linsey of Westfield in said County yeoman deft in aplea of the case for that said Robert at Springfield on the first day of April last past being justly indebted to the Plt three pound 14/1 & ballance Acct according to the Acct annexed to the Writ In consideration thereof said Robert promised said Eliphalet to pay him ffo sum on demand &c as in the Writ —— The Plt appears by Justin Ely Gentr his Attr and the said Robert being three Times publickly called makes default of appearance in Court —— Therefore it is considered by y Court that y said Eliphalet do recover against y.d Robert three pound 14/1 of lawfull money damages & Cost of Court taxed at £1:5:11 & there of &c —— Execon ffo 10th July 767

Leonard
vs
Linsey
No. 57

John Stevens of Brookfield in the County of Worcester yeoman Plt vs Jeremiah Gould of Shutesbury in y County of Hampshire yeoman deft in aplea of the Case for that the said Jeremiah at Springfield on y Eleventh day of May Domi 765 by his Note of that date for Value recivd promised ffo John to pay him or his Order thirteen pounds 6/8 on or before the Eleventh day of May then next with interest till paid Yet said Jeremiah tho often requested & tho said pay day is long since past hath never paid the same or any part thereof but unjustly neglects it To the damage of the said John £16 The Plt appear by Joshua Upham Gentr his Attr & the said Jeremiah

Stevens
vs
Gould
No. 58

Stevens vs Gould

— Jeremiah being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by y Court that the said John do recover against y Jd Jeremiah fourteen pound 17/ of lawfull money damages & Cost of Court taxed at two pound 6/2 & thereof &c

After all which the said Jeremiah now at this Term comes here by Simeon Strong Gentr his attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Spring-field within & for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with sureties as y law directs for y Jd Jeremiahs prosecuting the appeal with effect as by said Recognizance on file it appears

Bulkley vs Cleland No. 59

Oliver Bulkley of Colchester in y County of Hartford & Colony of Connecticutt Physician Plt vs James Cleland of Greenwich in the County of Hampshire yeoman deft in a plea of the Case for that the said James at Springfield on the Eleventh day of March Dom. 1765 by his Note of that date for Value rec promised the said Oliver four pound 13/9 lawfull money within eleven months from the date of said Note with lawfull interest till paid &c as in y Writ — The Plt appears by Joshua Lyman Gentr his Atto & the said James being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Oliver do recover against said James five pound 6/2 of lawfull money damages & Cost of Court taxed at two pound 15/ & thereof &c — Execon Issd 6th July 1767

Dwight Esq vs Belding No. 60

Simeon Dwight of Western in y County of Worcester Esq Plt vs Joseph Belding junior of Hadfield in the County of Hampshire yeoman deft In a plea of y Case for that said Joseph at Springfield on the fourteenth day of May Dom. 1762 by his Note of y date for Value rec promised Simeon to pay him or his order eleven pound 12/ within one year from the date with lawfull interest till paid &c as in y Writ: the Plt appears by Joshua Lyman Gentleman his Attorney And y Jd Joseph being three times publickly called makes default of appearance in Court

Therefore it is considered by y Court y t y Jd Simeon do recover against the said Joseph six pound of lawfull money damages & Cost of Court taxed at one pound 16/ & thereof &c

Pinny vs Willard No. 61

Jonathan Pinny of Hadley in the County of Hampshire Gentr Plt vs Benjamin Willard of Brookfield in the County of Worcester yeoman Defr In a plea of the Case for that said Benjamin at Springfield on y sixth day of Decemr Dom. 1766 by his Note of that date for Value Received promised said Jonathan to pay him or his order Eleven pound 0/3 at or before the first day of April then next with interest for the same if not then paid with till paid

Pinney
vs
Willard

ye said Benjamin tho often requested & tho said pay day is long since past hath never paid the same or any part thereof but unjustly neglect it to the damage of the said Jonathan fourteen pounds — The Pltf appeared by Joshua Upham Gentn his Attorney and the said Benjamin being — three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Jonathan do recover against the said Benjamin Eleven pounds 5/5½ of lawfull money damages and Cost of Court taxed at one pound 16/9 thereof &c —

The said Benjamin afterwards now at this Term comes here by Simeon Strong Gentn his Attr & appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on ye Fourth Tuesday of Septem=ber next ensuing & he recognizes with sureties as the law directs for said Benjamin to prosecute his appeal with effect as by recognizance on File it appears

Scott
vs
Parsons
No. 62

William Scott of Palmer in the County of Hampshire Gentn Pltf vs Benjamin Parsons of the same place & County yeoman Deft In a plea of the Case for that the said Benjamin at Palmer aforesaid on the sixteenth day of March Dom. 1765 by one Note for Value rec promised s. William to pay him or order five pounds L.M. money on demand with interest till paid &c as in the Writ — The Pltf appeared by Joshua Upham Gentn his Attorney and the said Benjamin being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said William do recover against the said Benjamin five pounds 6/10½ of lawfull money damages & Cost of Court taxed at one pound 13/2 & thereof he may have his Execn — Execn Issd 30th June 1767

Upham
vs
Bartlit
No. 63

Kathron Upham of Brookfield in ye County of Worcester Gentlewoman Pltf vs Moses Bartlit of Ware in ye County of Hampshire yeoman Deft In a plea of the Case for that the said Moses at Springfield on the eigth day of March Dom. 1765 by his Note of Value rec promised said Kathron to pay her seven pounds 5/6 within one month from the date of s. Note with lawfull interest till paid &c as in the Writ — The Pltf appears by Joshua Upham her Attorney and the said Moses being three Times publickly called makes default of appearance in Court — Therefore it considered by ye Court that the said Kathron do recover against ye Sd Moses eight pounds 4/11½ of lawfull money damages & Cost of Court taxed at one pound 18/8 & thereof &c — Execn Issd 14th Sept 1767

Ashley
vs
Dewey
No. 64

Joseph Ashley junr of Sunderland in the County of Hampshire yeoman Pltf vs Moses Dewey of Westfield in ye same County Gentn Deft in a plea of the Case for that ye Sd Moses at Springfield on the Twenty fifth day of July Dom. 1765 by his Note of that date for Value rec promised Sd Joseph to pay him four pounds 16/ on demand & yet said Moses the aforesaid hath never paid ye same or any part thereof But unjustly neglects to do it to the damage of ye Sd Joseph eight pounds — the

(24)

Ashley vs Dewey

— The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Moses being three Times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said Joseph do recover against the said Moses four pound 16/ of lawfull money damages & Cost of Court taxed at one pound 15/3 & thereof he Afterwards ~~Accordingly~~ the said Moses now at this term comes here by John Phelps Genter his Attorney & appeals from the judgment of this Court to the Supe-rior Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Moses prosecuting the appeal with effect as by said recognizance on file it appears

Dwight Ex vs Riggins No. 65

Timothy Dwight Junr of Northampton in the County of Hampshire Esqr Pltf vs Joseph Higgins of Hardwick in the County of Worcester yeoman deft in a plea of the Case for that the said Joseph at Northampton aforesd on the Thirty first day of January last past by his promisory Note in writing under his hand of that date for Value rec'd promised one Eleazer Bunt of Northampton yeoman to pay him or his order two pounds 4/8 lawfull money on demand with Interest till paid And afterwards viz on the same thirty first day of Jany at Northampton the said Eleazer indorsed the said note with his own proper hand thereto subscribed & thereby appointed the contents of the same Note (there wholly unpaid) to be paid to the said Timothy for Value rec'd Where of the said Joseph instantly had Notice and became liable to pay the same to the said Timothy on demand And being so liable the said Joseph in Consideration thereof then to the said Timothy faithfully promised to pay him the Contents of the same Note on demand Yet said Joseph tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Pltf Five pound : The Pltf appears by Daniel Hitchcock Genter his Attorney & the said Joseph being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Timothy do recover against the said Joseph two pound 16/4 of lawfull money damages and Cost of Court taxed at one pound 16/4 & thereof he — After all which the said Joseph comes here at this same term by Joshua Upham Genter his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Joseph prosecuting the appeal with effect as by said recognizance on file it appears

Hitchcock vs Walker No. 66

Daniel Hitchcock of Northampton in the County of Hampshire Gentleman Pltf vs Silvanus Walker of Ware in the same County yeoman deft in a plea of the Case for that the said Silvanus at Northampton on the Thirtieth day of

Litchcock vs Walker

September Dom^{i} 766 by his promisory note for Value rec^{d} promised one Josiah Scott to pay him or his order two pound 7/4 on demand with Interest for the same till paid And Afterwards the same thirtieth day of September at ^{d} Northampton the said Josiah indorsed ye same Note with his own proper hand thereto subscribed and thereby appointed y Contents of ye same Note (then wholly due & unpaid) to be paid to the said Daniel Value rec^{d} Where of the said Silvanus instantly had notice and thereby became liable to pay the same to the said Daniel according to y Tenor of said Note on demand And being so liable he the said Silvanus then & there in Consideration there of assumed on himself & faithfully promised to the said Daniel to pay him the Contents of said Note on demand Yet said Silvanus tho often requested hath never paid the same or any part thereof But unjustly neglects it to the damage of the said Daniel Six pounds The ^{plt} appears in his own proper person and ^{d} Deft being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Daniel do recover against the said Silvanus two pound 19/5$^{3}/_{4}$ of lawfull money damages & Cost of Court taxed at one pound 15/d & thereof &c

The said Silvanus afterwards at this same Term comes hereby Jonathan Bliss Gent^{n} his Attorney & appeals from y^{e} judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with Surities as the law directs for said Silvanus' prosecuting the appeal with effect as by said Recognizance on file it appears

Clark vs Morgan

Philip Clark of Northampton in the County of Hampshire yeoman ^{plt} vs Titus Morgan of Springfield in ye same County yeoman deft In a Plea of the Case for that the said Philip at Northampton on the twenty third day of May Dom^{i} 763 by his note of that date for Value received promised the said Philip to pay him four pound 7/4 on demand with Interest till paid &c as in the Writ ... The ^{plt} appear by David Litchcock Gent^{n} his Attorney and the said Titus being three times publickly called makes default of appearance in Court - - - Therefore it is considered by the Court that the said Philip do recover against the said Titus three pound 6/3$^{1}/_{2}$ of lawfull money damages and Cost of Court taxed at one pound 13/7 & thereof &c

Execution 24th March 1768

Phelps vs Pomeroy

Nathaniel Phelps of Northampton in the County of Hampshire yeoman ^{plt} vs Eleazer Pomeroy of Northfield in the same County Saddler deft In a plea of the Case for that whereas the said Eleazer on the Eighteenth day of February Dom^{i} 765 at Northampton by his Note for Value rec^{d} promised to the said Nathaniel to pay to him fifteen pound 5/ lawfull money on or before y first day of May now last past with lawfull interest till paid Yet ye said Eleazer tho often requested hath not paid y Contents of ye said Note but wholly denies to do it To the damage of the said Nathaniel Twenty pounds & the ^{plt} appears by Joseph Dudley Esqr his Att^{y} and ye Deft being three times

(86)

Phelps vs Pomeroy

— Publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Nathaniel do recover against the said Eleazer seventeen pounds 6/7½ of lawfull money damage & Cost of Court taxed at one pound 10/2 & thereof &c ——

After all which the said Eleazer now at this Term comes here by Daniel Jones Esq his Attorney and appeals from the judgment of this Court to the Supreiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next And he recognizes with Surities as the law directs for the said Eleazers prosecuting the appeal with effect as by said Recognizance on file it appears

Graves vs Chapin
No. 69

Moses Graves of Pittsfield in the County of Berkshire Gentn Pltf in a plea of the Case for that the said Joel at Bernardstown on ye twenty fourth day of September Domi 1765 by his Note of that date for Value rec promised said Moses to pay him five pounds 18/ lawfull money on or before the first day of September then next with lawfull interest till paid Yet said Joel tho often requested hath never paid the same or any part there of But still neglects it To the damage of the said Moses Eight pounds The Pltf appears by Simeon Strong Gentn his Attorney and ye said Joel being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Moses do recover against the said Joel Six pounds 18/8¾ of lawfull money damages and Cost of Court taxed at two pound 7/11 & thereof &c

The said Joel afterwards at this same Term comes here by Daniel Jones Esq his Attr and appeals from the judgment of this Court to the superiour Court of judicature To be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing The recognizes with surities as ye law directs for the said Joels prosecuting the appeal with effect as by said recognizance on file it appears

Meacham Admrs vs Wheeler
No. 70

Rebecca Meacham Widow and William Meacham yeoman both of New Salem administrators on the estate of Jeremiah Meacham late of New Salem dec'd Pltf vs Samuel Wheeler Junr of New Salem aforesaid in the same County yeoman Deft in a plea of the Case for that ye said Samuel at ye said New Salem on the twenty eighth day of March Domi 1765 by his Note of that date for Value received promised the said Jeremiah in his lifetime to pay him seven pound 1/ lawfull money within seven months from ye date of said Note with interest till paid Yet ye said Samuel tho often requested never paid the same or any part thereof to ye said Jeremiah in his Life time nor to ye said Rebeca and William or either of them since said Jeremiahs death tho by them often requested But unjustly neglects to do it To the damage of the said Rebeca & William in their said Capacity Ten pounds The Pltf appear by Simeon Strong Gentn their attorney and ye Deft being three Times

— Times publickly called to come into Court makes default of appear- =ance here Therefore it is considered by the Court the said Rebecar William in their Capacity aforesaid do recover against the said Samuel seven pound 19/1¼ of lawfull money damages and Cost of Court taxed at two pound 2/6 & thereof they may have their Execn —

Meacham Admr. vs Wheeler

After all which the said Samuel now at this Term comes herein his own proper person and appeals from ye judgment of this Court to ye Supreiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with surities as the law directs for his prosecuting the appeal with effect as by said Recognizance on File it appears

Phinehas Smith yeoman & David Nash yeoman both of South Hadley in the County of Hampshire ptts vs Silvanus Walker of Ware in the same County Gentn deft In a plea of the Case for that the sd Silvanus at South Hadley on the fourth day of June Dom. 1766 by his Note of that date for Valued promised ye sd Phinehas & David to pay them or their Order seven pound 0/4½ — lawfull money on demand with lawfull interest till paid Yet the said Silvanus tho often requested hath never paid said Phinehas and David or either of them said sum or any part thereof But unjustly neglects to do it to the damage of sd Phinehas & David Eight pounds — The Plts appear by Simeon Strong Gentleman their Attorney and the said Silvanus being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the sd Phinehas and David do recover against the said Silvanus seven pound 0/5¼ of lawfull money damages & Cost of Court taxed at one pound 13/3 & thereof &c — After all which the said Silvanus now at this same Term comes here by Jonathan Bliss Gentn his Attorney & appeals from ye judgment of this Court to the Supreiour Court of Judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with surities as ye law directs for ye sd Silvanus prosecuting the appeal with effect as by said recognizance on file it appears

Smith & al vs Walker No. 71

Phinehas Smith of South Hadley in the County of Hampshire yeoman Plt vs Josiah Smith Junr of South Hadley aforesaid yeoman deft in a plea of the Case For that ye sd Josiah at South Hadley afores on the fifteenth day of September Ao 1762 by his Note of that date for Valued promised ye sd Phinehas to pay him one pound 18/1 on demand with lawfull interest till paid Yet ye said Josiah tho often thereto requested & demanded hath never paid ye same or any part thereof but unjustly neglects & refuses to do it To the damage of ye said Phinehas three pounds — The Plt appears by Simeon Strong Gentn his attorney and the said Josiah being three Times publickly calle[d] makes

Smith vs Smith Junr No. 72

(81) Smith vs Smith 2nd

— Makes default of appearance in Court Therefore it is considered by the Court that the said Phinehas do recover against the said Josiah two pound 8/7¾ of lawfull money damages and Cost of Court taxed at one pound 11/3 ℔ there of he may have his Execn

Afterwards the said Josiah now at this Term comes here by John Worthington Esqr his Attorney and appeals from ye judgment of the Court to ye Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next ensuing & here cognizes with surities as the law direct for ysd Josiah prosecuting the appeal with effect as by said Recognizance on file it appears

Abercrombie vs English No. 73

Robert Abercrombie of Pelham in ye County of Hampshire Clerk pltf vs William English of Pelham aforesaid yeoman deft in a plea that the said William render to the said Robert ye sum of thirty Two pounds lawfull money which to ysd Robert he owes and unjustly detains & whereon ysd Robert declares that the said William at said Pelham on the twenty fifth day of February Anno Dom. 1765 by his Bond of that date under his Hand & Seal in Court to be produced by ye Name of Willm English of Pelham in ye County of Hampshire husbandman Acknowledged himself bound & to stand firmly Bound & obliged unto ysd Robert by the name of Robert Abercrombie of said Town & County Clerk in ye sum of Thirty two pounds to be paid to ysd Robert on demand Yet the said William tho often requested hath never paid or rendered the same or any part thereof to ysd Robert but wholly Refuses to do it to the damage of the said Robert Thirty two pounds — The pltf appears by Simeon Strong Gentn his Attorney and the said William being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by ye Court that the said Robert do recover against the said William fifteen pound 11/4½ of lawfull money Debt and Cost of Court taxed at one pound 10/9 ℔ there of &c

The said William afterwards now at this same Term comes here by Elisha Porter Gentn his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with surities as the law directs for the sd William prosecuting the appeal with effect as by said Recognizance on file it appears

Ely and Smith No. 74

Joel Ely of Springfield in the County of Hampshire yeoman pltf vs Thomas Smith of Westfield in the same County yeoman deft in a plea of ye case for that the said Thomas viz on the second day of March current at Springfield owing ysd Joel four pound 4/ lawfull money for Divers goods Wares and Merchandyes to him at his special Instance and request there before that time sold & delivered to according to the act annexed to the Writ to ballance the same and he the said Thomas

Ely vs Smith

Thomas in Consideration thereof then and there promised the said Joel to pay him the same on demand Yet the said Thomas tho often requested hath not paid the same or any part thereof but neglect it to the damage of the said Joel Eight pounds The Pltf appears by Jonathan Bliss Gentleman his attorney and the said Thomas being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Joel do recover against the said Thomas four pounds 4/ of lawfull money damages & Cost of Court taxed at one pound 7/4 & thereof he may have Execon — Execon Issd 28th July 1767

Dwight Esq vs Shields No. 75

Josiah Dwight of Springfield in y County of Hampshire Esq Pltf vs John Shields of Monson in the County aforesaid yeoman deft — In a plea of the Case for that the said John on the thirty first day of Decr Anno. 1763 at Springfield by his Note for Value rec promised the said Josiah to pay him or order four pounds 2/7½ of lawfull money on demand &c as in the Writ — The Pltf appears by Jonathan Bliss Gentn his attorney and the said John being three times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said Josiah do recover against the said John four pound 19/3½ of lawfull money damages and Cost of Court taxed at one pound 8/4 & thereof &c

Execon Issd 6th July 1767

Idem vs Day No. 76

Josiah Dwight Esq & John Worthington Esq both of Springfield in the County of Hampshire Pltf vs Eleazer Day of Springfield aforesaid yeoman deft in a plea of the Case for that the said Eleazer at Springfield on the eighteenth day of Novr A.D. 1766 by his Note for Value rec promised the said Josiah & John to pay them five pounds 16/3¾ of lawfull money on demand with interest till paid &c as in the Writ the Pltf appear by Jonathan Bliss Gentleman their Attorney and the said Eleazer being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Josiah & John do recover against the said Eleazer five pound 19/9½ of lawfull money damages and Cost of Court taxed at one pound 6/2 & thereof &c

Execon Issd Augt 1767

Ely vs Hancock No. 77

Joel Ely of Springfield in the County of Hampshire yeoman Pltf vs Abel Hancock of Springfield aforesaid yeoman deft in a plea of the Case for that the said Abel on y last day of Decr last past at Springfield being indebted to the said Joel in y Sum of three pounds 9/2 lawfull money to ballance the Act annexed to the writ he the said Abel in consideration thereof promised said Joel to pay him y same on demand yet the said Abel tho often requested hath not paid the same but neglects it to y damage of the said Joel seven pounds — The Pltf appears by Jonathan Bliss Gentleman his attorney and the said Abel being three times publickly called to come into Court makes default of appearance here. Therefore it is considered by y Court that the said Joel do recover against the said Abel three pounds 9/2 of lawfull money damages and Cost of Court taxed at one pound 6/0 & thereof &c — Execon Issd 28th July 1767

(90)

Dwight Esq
vs
Morgan
7/6

Josiah Dwight of Springfield in the County of Hampshire Esqr Pltf vs Joseph Morgan of Springfield aforesaid yeoman deft in a plea of Case for that the said Joseph on ye fifteenth day of july Domi 1765 at Springfield by his Note by his Note for Value received promised ye said Josiah to pay him or order fourteen pounds ₰ of lawfull money on demand with lawfull interest till paid &c And also for that the said Joseph after=ward on the same fifteenth day of July Domi 1765 by his other Note for Value rec promised ye said Joseph to pay him or order Thirty six shillings and nine pence or ye farthing of like money by the first day of May then next ensuing with interest from that time till paid &c as in ye Writ The Pltf appears by Jonathan Bliss Gentn his attorney and the said Joseph being three Times Publickly called to come into Court makes de=fault of appearance here — Therefore it is considered by the Court that the said Josiah do recover against the said Joseph eleven pound 6/5 3/4 of lawfull money damages & Cost of Court taxed at £1: 6,, 0 & thereof &c

Execon Issd 6th July 1767

Parsons
vs
Parsons
7/9

Aaron Parsons of Springfield in the County of Hampshire yeo=man Pltf vs Zeras Parsons of Springfield aforesaid yeoman deft In a plea of the Case for that the said Zeras on the nineteenth day of August Domi 1766 at Springfield by his Note for Value received promised the said Aaron to pay him one Hundred and sixty eight pounds ₰ lawfull money on demand with lawfull interest till paid Yet the said Zeras tho often requested hath not paid the same Sum or the interest thereof but neglects it to the damage of ye said Aaron £170 The Pltf appears by Jonathan Bliss Gentleman his Attorney and the said Zeras being three times publickly called makes default of appearance in Court — Therefore it is on considered by the Court that the said Aaron do recover against ye said Zeras one Hundred & sixteen pounds 14/1 1/2 of lawfull money damages & Cost of Court taxed at £1,,7,,10 1/2

The said Zeras afterwards at this Term comes here by Moses Bliss Gentleman his Atty and appeals from ye judgment of this Court to ye Supreiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognizes with sureties as ye law directs for the said Zeras prosecuting the appeal with effect as by said Recognizance on file it appears

Brewer
vs
Hitchcock
(+ al)
80

Nathaniel Brewer of Springfield in the County of Hampshire yeoman Pltf vs Luke Hitchcock yeoman & Jonathan White yeoman both of Springfield aforesaid defts In a plea of Debt for that the said Luke & Jonathan on ye 13th day of August Domi 1765 at Springfield by their bond of that date under their hands & Seals are in Court to be produced bound themselves to ye said Nathaniel by the Name of Nathaniel Brewer of Springfield & County aforesaid Joyner in the sum of one Hundred & forty pounds fourteen shillings lawfull money to be paid

= paid him on demand Yet the said Luke & Jonathan tho often (91)
requested have not paid the same nor has either of them done it but they
neglect it &c as in the Writ To the damage of the said Nathaniel an Hundred Brewer
pounds The Plt appears by Jonathan Bliss Gentr his Attorney And the said vs
Luke and Jonathan being three Times publickly called make default of Hitchcock &c
appearance in Court — Therefore it is considered by the Court that s
said Nathaniel do recover against the said Luke and Jonathan twenty
one pound 13/4 of lawfull money Debt and Cost of Court taxed at one
pound 7/6 & thereof he may have Execn — Execn Iss 20th July 1767

Nathaniel Brewer of Springfield in the County of Hampshire Idem
yeoman Plt vs Joseph Bedortha yeoman & Benjamin Leonard Junr yeoman vs
both of Springfield aforesaid defts in a plea of the Case for that the Bedorthas &c
Joseph & Benjamin on the seventh day of August Domi 1765 at
Springfield by their Note for Value rec promised s Nathaniel to pay
him eight pound 1/ on demand &c as in the Writ The Plt appears by
Jonathan Bliss Gentr his Attorney and the said Joseph and Benja
being three times publickly called make default of appearance in Court
Therefore it is considered by the Court that the said Nathaniel do
recover against the said Joseph & Benjamin twenty pound 10/7 3/4 of
lawfull money damages & Cost of Court taxed at one pound 7/6 & thereof &c
The said Joseph & Benjamin afterwards now at this Term come here
by justin Ely their Att and appeal from the judgment of this Court to
the Superiour Court of Judicature to be holden at Springfield within
and for the county of Hampshire on the fourth Tuesday of September
next ensuing and Recognizes with sureties as the law directs for the
said Joseph & Benjamins prosecuting the appeal with effect & obey
said Recognizance on File it appears

Joel Ely of Springfield in the County of Hampshire yeoman Plt vs Ely
John Adams of Suffield in the same County yeoman deft in a plea of vs
Case for that said John at Springfield on the first day of March last past Adams
was justly indebted to said Joel in the sum of fifteen pound 12/ lawfull money 83
awarding to the Act annexed to the Writ by Book to ballance the same
& in Consideration thereof said John then and there promised said Joel
to pay him the same on demand Yet said John tho often requested hath
never paid said Joel s sum or any penny thereof But hither hath & still
neglects & refuses to pay him the same To the damage of s said Joel sixteen
pounds The said Joel Ely by Moses Bliss Gentleman his Attorney and the
before named John Adams in his proper person come before this Court
and here agree to refer this Case to the final determination and award of
Messieurs Jonathan White Daniel White and John Morgan or any two
of them ~~mutually~~ (Arbitrators mutually chosen) to be made upon s
Premises and returned into this Court ~~as soon as may~~ so soon as may be &
the proceedings of the Parties thereon are continued until the next Term of s Court &c

(92)

Pynchon
vs
Lammon
(84)

George Pynchon of Springfield in the County of Hampshire Gentn
Pltff vs Samuel Lammon lately of Palmer in the County aforesaid yeoman
deft in a plea of the Case for that said Samuel at Springfield on the 15th
day of April Domi 1763 by his Note of that date for Value received promisd
said George to pay him four pound 10/4 lawfull money in four months
from the date &c as in the Writ — The Pltff appears by Moses Bliss Gentn his
Attorney and the said Samuel being three Times publickly called makes
default of appearance in Court Therefore it is considered by the Court that ye
said George do recover against the said Samuel six pound 2/6 of lawfull
money damages & Cost of Court taxed at one pound 9/6 & thereof &c

Exon issd 21st March 1764

Ely: Exors
vs
Leonard
(85)

Samuel Ely & Joel Ely both of Springfield in the County of Hampshire
yeomen Exetors of the last will and Testament of Samuel Ely Elder late
of said Springfield decd Pltff vs Joseph Leonard Junior of Springfield Gentn
deft. In a plea of the Case for that said Joseph at Springfield on the 3d
day of February Domi 1763 by his Note of that date for Value rec'd
promised the said Samll the Elder in his Life Time to pay him fifteen pound
3/8 on demand with the lawfull interest for the same from ye date of
said Note till paid Yet said Joseph tho often requested hath not paid
the same or any penny thereof either to the said Samll the Elder in
his life Time or to the said Samll or Joel ye Executors or either of them
since the Death of said Samll ye Elder but hitherto hath and still neglects
and refuses to pay them the same To the damage of the said Samuel
& Joel Twenty pounds The Pltff appear by Moses Bliss Gentleman their
Attorney And the said Joseph Comes here by John Worthington Esqr his
Attorney & defends &c & reserving to himself Liberty of Athiring this plea or
on ye Trial on the appeal & then to plead anew now says that the Bond
declared on is not his act and deed & thereof puts himself on the Country
And the Pltff by their abovenamed Attorney consenting to the Reservation
aforesaid say the Deft plea abovepleaded & the matters therein Contained
is an insufficient Answer to their Declaration & that they are not holden
by Law to answer thereto which they are ready to prove Wherefore they
pray judgment for their Damages & Cost And the said Joseph says his plea
is sufficient — Whereupon all and singular the premises being seen &
fully understood by the Court of the Lord the King now here for that it ap-
=pears to the said Court that the plea aforesaid of the said Joseph by him in
manner and form above pleaded and the Matters therein contained are
not sufficient in law to preclude the said Samuel and Joel from prosecu-
=ing in their said Action against the said Joseph or from their damages
aforesaid Therefore it is considered by the said Court of the Lord
the King that the said Samuel and Joel in their said Capacity do recover against the said Joseph
twenty pounds 13/6½ of lawfull money damages & Cost of Court taxed at one pound
The

Ely Exctors
vs
Leonard

The said Joseph by his attorney aforesaid appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield with in and for the County of Hampshire on the fourth Tuesday of September next ensuing and Recognizes with surities as the law directs for the said Josephs prosecuting the appeal with effect as by said recognizance on file it appears

Ely Extrs
vs
Bedortha
&c

Samuel Ely & Joel Ely both of Springfield in the County of Hampshire yeomen Executors of the last will & Testament of Samuel Ely Elder late of said Springfield Decd Plts vs Joseph Bedortha yeom of Springfield aforesaid yeoman Deft in a plea of the Case for that said Joseph at said Springfield on the first day of January Domi 1758 was justly indebted to said Samuel then living in the sum of six pounds 6/9½ lawfull money by book &c. to ballance the same according to the Act annexed to the Writ & in Consideration thereof sd Joseph then & there promised said Samuel the Elder to pay him the same on demand Yet sd Joseph tho often requested hath not paid the same or any penny thereof either to the said Samuel the Elder in his Life Time or to the sd Samuel & Joel the Plts or either of them since the death of said Samll the Elder but hitherto hath and still neglects & refuses to pay the same To the damage of the said Samuel & Joel the Plts seven pound — The said Plts and the said Deft by their respective Attorneys come into Court now here and refer the Case to the final determination and award of Messieurs Jonathan White Daniel White and John Morgan all of sd Springfield or of any two of them (Arbitrators mutually elected by the Parties) to be made upon the Premises as soon as may be and returned into Court, and the Case is continued untill the next Term &c. accordingly

Gardiner &c
vs
Stearns
87

Silvester Gardiner of Boston in the County of Suffolk Esqr and William Jepson of Hartford in the County of Hartford & Colony of Connecticut apothecary Plts vs John Stearns of Wilbraham in s.d County of Hampshire Physician Deft In a plea of the Case for that the said John at Springfield on the nineteenth day of November Domi 1764 by his Note of that date for Value received promised sd Silvester & William to pay them twenty two pound 11/3 lawfull money on or before the first day of May then next with lawfull interest till paid Yet sd John tho often requested hath not paid said Silvester & Willm or either of them s.d same or any penny thereof but neglects to pay them the same to the damage of sd Silvester & Willm twenty six pound The Plts appear by Moses Bliss Gentr their Attr and sd John being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that sd Plts do recover against the said deft twenty five pound 19/ of lawfull money damages and Cost of Court taxed at two pound 17/ & thereof &c. Execon Dd 16th Novr 1767

(94)

Collins vs Miller / Pd

Ariel Collins of Springfield in the County of Hampshire yeoman Plt vs Moses Miller of Springfield aforesaid yeoman Deft in a plea of the Case for that said Moses at said Springfield on the first day of March last past was justly indebted to said Ariel fifty eight shillings and ten pence lawfull money on Book Act to balance the same according to the Act annexed to the Writ and in Consideration thereof said Moses promised said Ariel to pay the same on demand &c as in the Writ — The Plt appears by Moses Bliss Gentleman his Attorney and the said Moses Miller being three Times publickly called to come into Court makes default of appearance Wherefore it is considered by the Court that the said Ariel do recover against the said Moses Miller two pounds 18/10 of lawfull money Damages and Cost of Court taxed £1,5,0 & thereof &c

Execon Issd 10th June 1767

Ely: Execrs vs Miller / Pd

Samuel Ely & Joel Ely both of Springfield in the County of Hampshire yeomen Executors of the last will & Testament of Samuel Ely the Elder late of Springfield dec'd Plts vs Moses Miller of said Springfield yeoman Deft in a Plea of the case for that the said Moses at said Springfield on the first day of February Anno 1758 owed & ow'd to said Samuel the Elder then living — sum of three pounds 5/5 lawfull money by Book to ballance Act according to the account annexed to said Writ & in Consideration thereof said Moses then & there promised said Samuel then living to pay him the same sum on demand & also for that said Moses there at said Springfield on the same first day of Feby was justly indebted to said said Samuel then living in one other sum of three pounds 5/5 lawfull money for divers other Wares & Merchandizes then & there sold & delivered by said Samd the Elder & for other work & labour done & performed to said Moses at the special instance & request of the said Moses & in Consideration thereof said Moses then & there promised said Samuel the Elder to pay him the same sum last mentioned on demand yet said Moses tho often requested hath never paid either of said Sums or any penny thereof either to said Samuel the Elder in his life Time or to the said Samd & Joel Plts or either of them since the death of said Samd the Elder but hitherto hath & still neglects & refuses to pay them the same To the damage of said Samd & Joel Plts seven pounds.

The bifornamed Parties appears by their respective Attornies come into Court nowhere and refer the Case to the final determination & award of Mr Jona White Daniel White & John Morgan all of said Springfield or any two of them Arbitrators mutually Elected by said Parties) To be made upon the Premises and returned into Court as soon as may be and said Action is continued until the next Term of said Court &c accordingly

Dwight & Co vs Smith / 90

Josiah Dwight Esq and Jonathan Dwight Shopkeeper both of Springfield in the County of Hampshire Plts vs Job Smith of Springfield aforesaid yeoman Deft In a plea of the Case for that said Job at said Springfield on the first day of March last past was justly indebted to said Josiah & Jonathan in the sum of three pounds 10/ lawfull money according to the Act annexed to the Writ —

— And in Consideration thereof said Job promised said Josiah & Jonathan to pay them the same on demand &c as in the Writ The pltfs appear by Moses Bliss Gentleman their Attorney and the said Job being three times publickly called to come into Court makes default of appearance in Court Therefore it is considered by the Court that the said Josiah & Jonathan do recover against the said Job three pounds ₰ of lawfull money damages & Cost of Court taxed at £1..6..2 ₰ thereof &c

Execon Ags 25th May 1767

Dwight Ely & al vs Smith

Joel Ely of Springfield in the County of Hampshire yeoman Pltf vs John Ely of said Springfield yeoman Deft in a plea of the Case for that whereas the said Joel & John at s Springfield on the third day of Feby last past accounted together of & concerning divers sums of Money there before that time due to the s Joel from y s John & then in Arrear and unpaid and upon such Account Stated y said John was then & there found to be in Arrear to y s Joel the sum of eight pounds ₰ lawfull money & being so found in Arrear y said John then & there in Consideration thereof promised said Joel to pay him the same whenever afterward he should be thereto Required & also for that whereas said John at said Springfield on y last day of s February was justly indebted to s Joel in y Sum of thirty two Shillings & Eleven pence lawfull money according to y Account annexed to the Writ, and in Consideration thereof said John then & there promised said Joel to pay him y same on demand; Yet said John tho often thereto Requested & particularly on y Twenty seventh day of March Instant at said Springfield hath never paid s Joel either of the Sums aforesaid or any penny thereof or anyways performed either of his said promises but hitherto hath & still neglects & refuses to pay him y same, to y damage of y said Joel Ely Eleven pounds; The said Joel by Moses Bliss Gent his Attr & the said John by Justin Ely Gent his Attorney come before the Court of the Lord y King now here & report y Case together with all other demands at Law or in Equity Subsisting between the said Parties to the final determination & Award of Messieurs Jon[a] White Lewis Bliss and John Morgan all of y s Springfield or any two of them Arbitrators mutually elected by y said Parties to be made upon y premises & returned into this Court as soon as may be and y proceedings of y s parties thereon are continued untill y next Term &c

Ely & Ely 91

Joel Ely of Springfield in y County of Hampshire yeoman Pltf vs Timothy Burbank of said Springfield yeoman Deft in a plea of the Case for that s Timothy at said Springfield on y first day of December Instant was justly indebted to s Joel in the sum of Twenty pounds ₰ accor lawfull money according to y Account annexed to the Writ, and in Consideration there of said Timothy then and there promised said Joel to pay him y same on demand Yet said Timothy tho often requested has never paid s Joel y same or any penny there of but hitherto hath and still neglects & refuses to pay him y same To y Damage of y s Joel Twenty five pounds The Pltf appears by Moses Bliss Gent his Attorney and y s Timothy comes here by Josiah Upham Gent his Attorney & defends &c and for plea says the Writ aforesaid is bad & ought to be Abated because he says the s Joel sued out his Writ aforesaid on the Thirtyth day of December last past bearing date y same day directed to the

Idem vs Burbank 92

Ely
vs
Burbank

Sheriff of said County of Hampshire who was thereby commanded to attach ye goods or Estate of said Timothy and for want thereof to take his Body to Answer to said Joel at this Term when the then next Inferiour Court of Common pleas to be holden in said County was by law appointed to be holden the second Tuesday of February last past which was then fourteen day from the Purchase of s^d Writ at which Inferiour Court of Common Pleas ye Writ aforesaid ought to have been returnable and not at this Term all which s^d Timothy is ready to verify Wherefore for want of a sufficient Writ in this behalf ye said Timothy prays judgment of ye Writ aforesaid that ye same may be abated and that he be allowed his Costs ... Thereupon the premises being seen and fully understood by the Court of ye Lord ye King now here for that it appears to the said Court of ye said Lord ye King the Writ aforesaid and ye Declaration thereupon were insufficient in law to prevent the said Joel from having his aforesaid action maintained against the said Timothy Therefore it is considered that the said Writ be and it is abated Joel by his plea aforesaid have nothing but for his groundless demand be in Mercy &c

It is also considered that the said Timothy do recover against ye s^d Joel the sum of 10/6 lawfull money allowed him with his apent for his Costs in defending the suit of ye s^d Joel and thereof &c ... Exeon ffs 29th August 1767

Pynchon
vs
Day
qs

George Pynchon of Springfield in the County of Hampshire Gent^r Pltf vs Samuel Day late of Wilbraham in ye same County aforesaid Gentleman Deft Saplea that said Samuel render to said George Twenty five pounds 19/10½ which to the said George he owes and from him unjustly detains &c on which s^d George says That at our inferiour Court of common pleas holden at Springfield within & for said County on the last Tuesday of August in the fourth year of our Reign by the Consideration of ye said Court he recovered against the said Samuel Twenty four pounds 8/9½ for his damages by him sustained by reason of the said Samuels not performing to him his promise before that time made him & also for the sum of one pound 11/1 for his Costs & Charges by him about his Suit in that Behalf expended Whereof the said Samuel is convict as by ye Record thereof in our s^d Court remaining is manifest and appears which judgment is yet in full force not satisfied nor reversed And altho' ye s^d George hath sued out Execution on ye judgment aforesaid yet the same is long since returned wholly unsatisfied and no part of said sums ever paid to this day Whereby action accrues to the said George to demand and have of the said Samuel the sums aforesaid in form aforesaid recovered Yet said Samuel tho often requested hath never paid the same or any part thereof but unjustly neglects it &c The Pltf appears by John Worthington Esqr his Attor And ye Deft being three times publickly called makes default & appearance in Court ... Therefore it is considered by the Court that the said George do recover against the s^d Samuel the sum of Twenty five pounds 19/10½ of lawfull money Debt and Cost of Court taxed at one pound six shillings and eight pence ye Whereof &c

Exeon ffs 25th May 176[illegible]

Abel Cooley yeoman and Jacob Cooley yeoman both of Springfield in ye County of Hampshire Executors of the last will and Testament of Obadiah Cooley late of s^d Springfield Gentleman dec^d Pl^ts v^s Samuel Day late of Wilbraham in said County Gent^n Def^t in a plea of ye Case for that the said Samuel at s^d Springfield on the fifth day of April Dom^i 1764 by his promissory note in Writing of that date for Value received promised s^d Obadiah then living to pay him Eight pounds 13/5 on Demand with interest till paid &c as in the Writ The Pl^ts appear by John Worthington Esqr their Attorney and the said Samuel being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that ye said Abel & Jacob ye Executors do recover against the said Samuel Ten pounds 5/10½ of lawfull money dam^gs and Cost of Court taxed at one pound 0/2 Whereof &c — Exon is 25th May 1767

Cooley Ex^rs vs Day 94

Phinehas Merick of Monson in the County of Hampshire yeoman Pl^t v^s Daniel Wood of said Monson yeoman Deft. In a plea of Trespass for that the said Daniel at said Monson on the first day of July Dom^i 1765 and at diverse days and times between the said first day of July and the last day of August then next following the said Daniel with force & Arms did break & enter one Close of ye said Phinehas there called his North pasture and being so entred he the said Daniel then and there with force & arms as aforesaid did cut and carry away the Pl^ts Grass there growing sufficient to make three Tons & an half of good hay and of ye Value of forty shillings — And also for that said Daniel at said Monson on the first day of August last and at diverse days & Times between the said first day of August and ye last day of the same August the same Close did with force & Arms as aforesaid again break & enter & the Pl^ts Grass there growing sufficient to make two Tons of Hay and of the Value of thirty shillings then and there with force and Arms as aforesaid did cut & carry away contrary to law and against our peace and to ye Damage of ye Pl^t Phinehas four pounds — The Pl^t appears by John Worthington Esqr his Attorney & the said Daniel by Simeon Strong Gent^n his Att^y comes & defends &c and for plea says he is not guilty in manner & form as ye Pl^t in his declaration has alledged and thereof puts himself on the Country: And the s^d Phinehas by his Att^y aforesaid receiving to himself liberty of waiving this demurrer on ye Trial on ye Appeal and then joining the Issue tendred now says that the last plea above pleaded and the matters therein contained is insufficient in Law & that he is not holden by the law of Land to answer thereto all which he is ready to prove Wherefore he prays judgment for his damages and Costs And the said Daniel converting says that his plea is sufficient ——

Merick vs Wood 95

Thereupon the premises all & singular being seen and fully understood by the Court of the Lord ye King now here for that it appears to the said Court of the said Lord ye King that the plea aforesaid of the said Daniel and ye matters therein contained are sufficient in law to preclude ye said Phinehas from having his aforesaid Action maintained against ye said Daniel Therefore it is considered y^t the said Phinehas by his Plea aforesaid have nothing but that for his Costs

(98)

Merick vs Wood

— Groundless demands be it in mercy — It is also Considered that the said Daniel do recover against the said Phinehas the sum of lawfull allowed him with his aperts for his Costs in defending of Suit of the said Phinehas and thereof he may have Excon

The said Phinehas by his attorney abovementioned appeals from of judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on of fourth Tuesday of September next ensuing and he recognizes with sureties as the Law directs for the said Phinehas prosecuting the appeal with effect as by said recognizance on file it appears

Burr vs Easton 9b

Thomas Burr junr of Hartford in of County of Hartford and Colony of Connecticutt yeoman Pltf vs James Easton of Pittsfield in of County of Berkshire yeoman Deft in a plea of the Case for that said James at Springfield on the Nineteenth day of Novr Domi 1754 by his promissory Note in writing for Value received promised s.d Thomas to pay him Eighty nine pounds 2/6 in bills of the Old Tenor which were then equal to Nine pounds lawfull money on or before the Twenty sixth day of June then next with lawfull interest till paid &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and the said James being Three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Thomas do recover against the said James nine pounds 15/2¼ of lawfull money damages & cost of Court taxed at two pounds 2/ & thereof he may have Exon — Excon ffs 1st Oct 1767

Sherman vs Gaylord 97

Samuel Sherman of Ware in the County of Hampshire yeoman Pltf vs Oliver Gaylord of South Hadley in said County yeoman Deft In a plea of the Case For that said Oliver at Springfield on the twenty sixth day of August Domi 1766 by his promisory Note of that date for Value Recd promised said Samuel to pay him or order Two pound &/ on demand &c as in the Writ The Pltf appears by John Worthington Esq his attor & the said Oliver being three times publickly called makes default of appearance in Court — Therefore it is consideled by the Court that the said Samuel do recover against the said Oliver two pound 10/1¼ of lawfull money Damages & Cost of Court taxed at one pound 15/0 & thereof &c —

Worthington Esqr vs Gillet & allen 9b

John Worthington of Springfield in the County of Hampshire Esq Pltf vs Moses Allen yeoman & Thomas Gillet yeoman both of Granville in the County of Hampshire Deft in a plea of the Case for that the said Moses and Thomas at Springfield on ffourty ninth day of Octr Domi 1761 by their promissory Note of that date for Value rec promised s.d John to pay him four pounds &/ on or before the first Day of Octr then next with interest &c as in the Writ The Pltf appears in his proper person and s.d Defts being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that s.d John do recover against s.d Moses & Thomas four pound 10/2¼ of lawfull money damages and Cost of Court taxed at one pound 2/6 & thereof &c

Washburn vs Burt 99l

Joseph Washburn of Bridgewater in the County of Plymouth yeoman Pltf vs Ebenezer Burt of Springfield in the County of Hampshire yeoman Deft In a plea of y Case for that said Ebenezer at said Springfield on the thirtieth day of January Anno Dom 1766 by his promisory Note of that date for Value received promised said Joseph to pay him Ten pounds lawfull on demand Yet the said Ebenezer tho often requested hath never paid y same or any part thereof but unjustly neglects it To the damage of y said Joseph Thirteen pounds The Pltf appears by John Worthington Esq his Attorney and the said Ebenezer being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court y the said Joseph do recover against the said Ebenezer Ten pounds lawfull money damages and Cost of Court Taxed at Two pound 15/4 and thereof &c

Goodman Dom^s vs Goodman 101

Rebeiah Goodman Widow & Spinster and Noah Goodman yeoman both of South Hadley in the County of Hampshire Administrators on Estate of Thomas Goodman late of South Hadley yeoman dec^d Pltfs vs Elaezer Goodman of Northampton in the County of Hampshire husbandman Attinor under twenty one years of Age Deft in a plea of the Case For that the said Eleazer at Springfield on the first day of Novr Dom 1761 was justly indebted to the s^d Thomas who was then living the sum of Fifty pounds lawfull money for so much as the s^d Thomas then before that Time as Guardian of the said Eleazer & for his necessary subsistence support education & Cloathing from his the said Eleazers birth in Novr Dom^i 1749 to the said first day of Novr 1761 laid out and expended over and above what the said Thomas had rec^d of the rents and Income of ye Eleazers real estate and over and above what the said Thomas had improved and disposed of the personal Estate of the said Eleazer according to the Account No A hereto, to wit bo^k & Writ annexed and to ballance the same & in Consideration thereof the said Eleazer then and there promised the said Thomas to pay him the same on demand — And also for that the said Eleazer at Springfield on the first day of November 1761 was justly indebted to the said Thomas in the sum of one pound 10/1 for Labour and service before that Time done and performed there by said Thomas for said Eleazer as his Guardian & in and about the Taking care Thereof and for money expended in and about the settlement of the same and otherwise, necessarily for y said Eleazers Benefit and advantage in y Execution of the Trust aforesaid according to the Account No B ~~to~~, to wit annexed being The one Third part of the whole account of said Account and the said Eleazer then and there in consideration thereof then and there promised the said Thomas then living that he would well and truly pay him the same on demand And also for that whereas the said Thomas as Guardian of the s^d Eleazer and in the true and faithfull Execution and discharge of the said Trust to which he was duly and lawfully appointed had before the said first day of

Goodmans Admrs — vs — Goodrman

——November Anno Domi 76t done and performed much other Labor and Service for the said Eleazer in taking Care of him & his Estate & for which ys^d Eleaze by Law became and then was liable to pay the^d Thomas so much as he reasonably deserved therefor he the said Eleazer he the^d Eleazer then and there apurned on himself and to the said Thomas (then living) faithfully promised to pay him so much for his said Labour & Service last aforesaid whenever he should be thereto required as he the said Thomas reasonably deserved to have for the same and the Pltf^s say that ys^d Thomas then and there reasonably deserved to have and receive five pounds lawfull money for the Labour and Service last aforesaid of which the said Eleazer then and there had Notice —— Nevertheless ys^d Eleazer tho often requested hath never fulfilled and performed either of his said Promises to the said Thomas while he lived nor hath he ever performed either of them to the Pltf^s the said Adm^rs since the said Thomas death tho by them often requested But he unjustly neglects to do it To the damage of the said Rebeccah & Noah in s^d Capacity the sum of Sixty pounds The before named Adm^rs by John Worthington Esqr & the said Eleazer by Joseph Hawley Esqr their respective Attornies now come here and refer this Case and all other Controversies disputes and demands subsisting between the^d Parties to the final determination and Award of Captn Daniel Whites Hatfield Major Benjamin Day of Springfield & Captain Joseph Root of Montague or of any two of them Arbitrators mutually elected by the said Parties To be made upon the Premises and returned into this Court as soon as may be and the proceedings of the said parties thereon are continued until the next Term of this Court

Dunks vs Scott 102

Samuel Dunk late of Saybrook in the County of New London & Colony of Connecticutt Junr yeoman Now of Shenderhook in the County of Albany in the province of New York yeoman Pltf vs Ebenezer Scott of Barnardston in y County of Hampshire yeoman Deft In a plea of the Case for that the said Ebenezer at Springfield on the twenty third day of Octr Anno Domi 765 by his promisory Note in writing under his hand of that date for Value received promised said Samuel to pay him three pounds lawfull money on or before the tenth day of January thennext with lawfull interest for the same till paid Yet said Ebenezer tho often often requested hath never paid the same or any part thereof But unjustly neglects to do it To the damage of the^d Samuel Four pounds

The Pltf appears by John Worthington Esqr his Att^y and ys^d Ebenezer being three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Samuel do recover against the said Ebenezer the sum of two pounds 0 s^d of lawfull money damages & Cost of Court taxed at two pound 0 s^d & thereof he may have Execution

Execution is 26th May 1767

(101)

Patrick
vs
Parsons
(103)

John Patrick of Western in the County of Worcester yeoman Plt vs Jenas Parsons of Springfield in the County of Hampshire yeoman Deft in aplea of the Case for that the said Jenas at s[d] Springfield on the Twenty sixth day of December last by his promisory note in Writing under his hand of that date for Value received promised one David Brewer to pay him or his order five pounds l[awfull] money with Use meaning with lawfull interest for the same till paid Afterward Viz: on the Twenty ninth day of the same Dec[r] at s[d] Springfield the said David by his indorsement with his own proper hand subscribed and made upon the same Note assigned the same Note to the Plt & thereby ordered the payment of the Contents of the same Note (then being Wholly due and unpaid) to be made to him of all which s[d] Jenas then and there instantly had notice so became liable to pay the Contents of s[d] same Note to the Plt according to the Tenor of said Note and s[d] said Jenas then and there in Consideration thereof promised s[d] Plt to pay him the same accordingly Yet tho often requested the said Jenas hath never paid the same or any part thereof but unjustly neglects it To the damage of the said John Seven pounds — — — — The Plt appears by John Worthington Esq[r] his attorney and the said Jenas being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said John do recover against the said Jenas Five pounds 0/5½ of lawfull money damages & Cost of Court taxed at one pound 13/0 and thereof &c — The said Jenas afterwards now at this same Term comes here by Moses Bliss Gent[r] his attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on y[e] Fourth Tuesday of September next ensuring and he recognizes with sureties as the Law directs for the said Jenas — prosecuting the appeal with effect as by s[d] recognizance on file it appears

Worthington
vs
Parsons
104

John Worthington of Springfield in the County of Hampshire Esq[r] Plt vs Jenas Parsons of s[d] Springfield yeoman deft in aplea of y[e] case for that the said Jenas at said Springfield on the nineteenth day of Jan[y] last past by his promisory Note of that date for Value rec[d] promised s[d] John to pay him or order fifteen pound 10/0 on demand with interest till paid Yet s[d] Jenas tho often requested hath never paid the same or any part thereof but unjustly neglects it To y[e] damage of y[e] s[d] John Eighteen pounds — The Plt appears in his own proper person and the s[d] Jenas being three Times publickly called To come into Court makes default of appearance in Court Therefore it considered by the Court that y[e] s[d] John do recover against y[e] s[d] Jenas sixteen pounds 4/11 3/4 of lawfull money damages & Cost of Court taxed at £1 16 2. & thereof &c Afterwards the said Jenas comes here by Moses Bliss Gent[r] his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the second Tuesday of of September next ensuing & he recognizes with sureties as the law directs for the said Jenas prosecuting s[d] appeal with effect as by s[d] recognizance on file it appears

Worthington vs Parsons 105

John Worthington of Springfield in the County of Hampshire Esqr & Robert Breck of Northampton in said County Gentleman Ptts vs Jeras Parsons of said Springfield yeoman Deft In a plea of the Case for y^t the said Jeras at said Springfield on the 7enth day of September Dom^i 766 by his promisory Note for Value received promised the said John and Robert to pay them or order seven pounds 13/3 on demand with lawfull interest till paid Yet said Jeras tho often requested hath never paid the same or any part thereof But unjustly neglects it To the damage of the said John and Robert Ten pounds — The Ptts appear by John Worthington Esqr and the said Jeras being three Times publickly called to come into Court makes default of appearance here — Therefore it is consid=ered by the Court that the said John & Robert do recover against y^d said Jeras seven pound 19/6 ¼ of lawfull money damages & Cost of Court taxed at one pound 12/2 & thereof they may have Execn

After all which the said Jeras comes here by Moses Bliss Genton his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with surities as y^d Law directs for y^d Jeras pre=senting y^d appeal with effect as by s^d recognizance on file it appears

Morgan vs Colton 106

Samuel Morgan of Springfield in the County of Hampshire Yeoman Ptt vs Charles Colton of said Springfield yeoman deft in a plea of the Case for that the said Charles at Springfield on the fifteenth day of March Dom^i 766 being justly indebted to the said Samuel in the sum of Ten pounds lawfull money for three fat Cattle by the said Samuel to y^d the s^d Charles at his special instance & request before that Time sold and delivered him he the said Charles in Corisideration thereof then and there promised y^d said Samuel to pay him the said Sum on demand Yet s^d Charles hath never paid the same tho often requested but neglects it To the damage of said Samuel Twelve pounds, the Ptt appears by John Worthington Esqr his Attorney and y^d Charles being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said Samuel do recover against the said Charles the sum of Ten pounds of lawfull money damages & Cost of Court taxed at one pound 6/1 & thereof &c

Rogers vs Rogers 107

Robert Rogers of Palmer in the County of Hampshire yeoman Ptt vs Elijah Rogers of Springfield in y^d County yeoman deft In a Plea of the Case for that the said Elijah at Springfield on the seventh day of April Anno Dom^i 763 by his promisory Note of that date for Value received promised the said Robert to pay him or his order Thirteen pounds 19/8 within five months from the date of said Note with interest till paid Yet the said Elijah tho often requested hath never paid the same or any part thereof But neglects it To the damage of the s^d Robert Eighteen pound

The Plt appears by John Worthington Esq his Attorney and ye said Elijah being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Robert do recover against the said Elijah the sum of Seven pound 6/3¼ of lawfull money damages and Cost of Court taxed at one pound 11/4 & thereof &c Exon Jf 1st Octr 1767

Rogers vs Rogers

John Worthington of Springfield Esqr & Robert Breck of Northampton Genter both in the County of Hampshire Plts vs Jotham Hancock of Springfield in the County aforesaid Yeoman Deft In plea of the Case for that said Jotham at said Springfield on the thirteenth day of August Anno Domi 1765 by his promisory note of that date for Value received promised the said John and Robert to pay them two pound 1/1 on demand with lawfull interest till paid &c as in the Writ —

Worthington et al vs Hancock 108

The Plts appear by John Worthington Esqr and the said Jotham being three Times publickly called makes default of appearance here

Therefore it is considered by the Court that the said John and Robert do recover against the said Jotham Two pound 5/4½ of lawfull money damages and Cost of Court taxed at one pound 11/0 & thereof &c

Experience Worthington Widow and Lucy Fowler Spinster both of Springfield in the County of Hampshire Plts vs Job Fowler of s[aid] Springfield yeoman deft in a plea that said Job render to the said Experience and Lucy the sum of Forty pounds which to them he owes & from them unjustly detains and whereon they say that at said Springfield on the twenty fifth day of April Anno Domi 1766 the said, by this bond of that date in Court to be produced by the Name of Job Fowler of Suffield in the County of Hartford and Colony of Connecticutt Husbandman bound and obliged himself to y Plts in the Sum of Forty pounds to be paid them on demand Yet the said Job tho often requested hath never paid the same But unjustly neglects it To the damage of the said Experience & Lucy Forty pounds — The Parties appear and humbly pray that this Case may be continued untill the next Term: and it is Considered by the Court of y Lord the King now here that the Case be continued, the s[aid] Parties have a further day here until the Last Tuesday of August next ensuing

Worthington et al vs Fowler 109

George the Third &c

To the Sheriff of our County of Hampshire his under Sheriff or Deputy Greeting Whereas Bildad Fowler of Westfield in the County of Hampshire yeoman before our justices of our Inferiour Court of Common pleas holden at Springfield within and for said County of Hampshire on the last Tuesday of August last by the Consideration of the justices of y said Court recovered judgment against Edmund Murphy of said Springfield yeoman for the Sum of five pound 2/3½ damages and one pound 2/10 for his Cost & Charges by him about his Suit in that Behalf expended whereof the said Edmund is convict as to us appears of Record & altho judgment be thereof rendered & Execution accordingly Granted thereupon Yet the same is returned into our said Court by William Lyman a Deputy Sheriff under Oliver Partridge Esq Sheriff of our said County of Hampshire that he made diligent search within his Precinct for the person of the said Edmund

Fowler vs Burl 110

Fowler vs Burt

——Murphy and that he could not find him nor any Estate whereon to Levy the said Execution & that therefore he returned the same wholly unsatisfied & unpaid Whereof he the said Bildad hath supplicated us to provide a remedy for him in that Behalf Now to the End that justice may be done We Command you that you make known unto Ebenezer Burt of Springfield yeoman who was Surity for the Defd Comand on the Original Procefs not only for his appearance but also for his abiding by and performing the judgment aforesaid that he be before our of our said Inferiour Court of Common pleas to be holden at said Springfield on the Third Tuesday of May next to then Came if any he have Wherefore the said Bildad ought not to have his Execution against him the said Ebenezer for his damages & Costs aforesaid & further To do and receive that which our said Court shall then and there consider—

The said Bildad by John Worthington his attorney appears—
The said Ebenezer being three times publickly called makes default of Appearance here— Therefore it is considered by the Court the said Bildad have his Execution against the said Ebenezer for the sum of Damages and Costs aforesaid amounting to the sum of seven pounds four Shillings & eight Pence of lawful money— It is also considered that the said Bildad recover against the said Ebenezer one pound nine Shillings and six pence of the like money for Costs and Charges by him about his suit in that behalf sustained by the Court now here to the same Bildad with his assent allowed and thereof likewise &c— Ex. issd 10th June 1767—

Easton vs Fowler

Ahimaaz Easton of Westfield in the County of Hampshire yeoman Plt vs David Fowler of said Westfield yeoman Deft in a plea of the Case for that the said David at Springfield on the twenty fifth day of August last past by his promissory note in writing under his hand of that date for Value received promised said Ahamaaz to pay him ten pounds on demand And also for that the said David at said Springfield on the last day of August aforesaid being justly indebted to the said Ahimaaz in the sum of six pounds 1/2 to ballance accounts according to the Account annexed he then and there assumed on himself and to the said Ahimaaz faithfully promised to pay him the same on demand yet the said David tho often requested hath never paid him either of said sums or any part thereof But unjustly neglects to do it to the damage of the said Ahimaaz Eighteen pounds &c

The Plt appears by John Worthington Esq his attorney and the said David Fowler comes into Court by Joseph Hawley Esqr & John Phelps Gentn his Attys and defends the force and injury &c and for plea says that he never promised the Plt in manner and form as the Plt in his declaration hath alledged and thereof puts himself on the Country And the Plt likewise—

Thereupon the jurors at this time according to the form and effect of the Statutes in this Case provided returned and impannelled, being demanded likewise come here who to say the truth concerning the premises being duly sworn by Mr Moses Burt their foreman declare upon their Oath that they find for the said David the Defts Cost of Court taxed at two pounds 7/6 Then

Easton vs Fowler

— Therefore it is considered by the Court that the said David do re-
=cover against the said Ahamaaz the sum of two pound lawfull money 1/4, with his
apont allowed him for his Costs in defending the suit of the said Ahamaaz
and thereof he may have his Execn

The said Ahamaaz ~~by his Attorney aforesaid~~ appeals from the judgment
of this Court to the Superiour Court of judicature to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday of September
next ensuing and John Kelly Gent Attorney by sd Ahimaaz recognizes with sureties as the law directs for the
Ahimaazs prosecuting the appeal with effect as by said recognizance
on file it appears

Nivins vs Cleland 112

James Nivins of Greenwich in the County of Hampshire Gentn
pltf vs James Cleland of said Greenwich yeoman Deft. In a plea of Covenant
broken for that whereas by an indenture made at Springfield on the twenty
second day of November Anno Dani 1764 Betwixt the said James Nivins on the
one part & the said James Cleland on the other One part whereof sealed with
the seal of the said James Cleland & of that date in Court to be produced It is
Witnessed that the said James Nivins under the Consideration of the Rents Co-
=venants & Agreements in the said indenture mentioned & reserved to be done
and performed by Jo Cleland demised leased and to farm let to the said James
Cleland by the name of James Cleland of Colchester in the County of
Hartford and Colony of Connecticutt in New England yeoman his
the said James Nivins's Farm in Jo Greenwich on which he then dwelt
containing five Hundred Acres & being an Original Grant made by the
General Assembly of this our province to John Lynchon formerly of Spring
field Esqr Dec excepting one hundred Acres part of said Grant lying at the
North End of said Farm with the appurtances to have and to hold for the
space of Ten years commencing on the first day of May then next
following ye twenty second day of November & from thence fully to be
Compleat and Ended, Yeilding and paying for each and every of ye
Ten Years excepting the first the Value of thirteen pounds lb in Grain
Butter Cheese Beef or Pork at the mansion house on said Farm at the End
and Expiration of each the said years, And the said James Cleland by the
said Indenture for himself his Executors and Administrators did covenant
and agree with the said James Nivins to pay him the Value of said
sum of thirteen pounds lb in Grain Beef Pork Butter or Cheese at the
End and Expiration of two years from the Commencement of said Term
at the Mansion House aforesaid and so at the End & Expiration of each
succeeding years aforesaid And also for that whereas by the same Indenture
wch James Nivins agreed with the said James Cleland to stock the said
Farm wth sundry Articles of Stock and Farming Tools & Grain (Viz) one
Yoke of Oxen Twenty Sheep Six Cows Two Sows Two Chains one Sow forty
Bushels of Grain & a Cart to be used & improved by Jo Cleland during ye
Term he ye Jo Cleland yeilding and paying to ye Jd Nivins yearly and
every Year during the Continuance of the said Term for the use and

Nivins vs Cleland

Improvement of all such Stock Grain & Tools wch Interest of ye Value thereof at six per Cent And the said James Cleland then and thereby the said Indenture agreed with ye said Nivins that ye Stock Grain Tools aforesaid should be appvized by Willm Scott Sam^ll Shaw junr & John Mc Master and the said James Cleland then and there agreed and Covenanted wth ye sd James Nivins that he would year by year and at the end of every year during sd Term pay to the said James Nivins for the use & improvement of such Stock Grain and Tools as he should put on sd Farm as aforesaid according to the Value thereof on such appvizement, Interest at the Rate of six per Cent as aforesaid as by the said Indenture is manifest & appears By Virtue of which sd Demise ye said James Cleland into ye Messuage aforesd wth the appurtenances Entred on sd first day of May Anno Domini 765 & hath ever since possessed of the same, And that thirteen pound L^ms Rent for the second Year of ye said Term on the first day of May instant became due and payable to the said James Nivins at the place & in manner as aforesaid & the said James Nivins says he was ready at the time & place of payment to receive ye same, Yet the said James Cleland never paid him the same or any part thereof and the sd James Cleland hath Broken his Covenant — And said James Nivins says that on said first day of May Anno Domini 765 according to sd agreement aforesd he put on & stocked ye said Farm wth the several Articles of Cattle Grain & Tools in ye Schedule hereto annexed (to wit to ye Writ) expressed amounting in Value according to the appvizement of sd Scott Mc Masters and Shaw to forty five pounds 6/6 which Articles ye said James Cleland then received to use & improve wth said Farm during sd Term & hath since hitherto enjoyed and that two years Interest of ye said appvized Value of sd Stock Grain & Tools amounting to five pounds 0/0 on the said first day of May instant was due and payable to the said Nivins from sd Cleland which tho often requested the sd Cleland hath never paid nor any part thereof but hath refused & still does refuse to pay the same or any part thereof & therein the sd Cleland hath also broken his Covenant & not kept the same to the damage of the said Nivins Twenty five pounds — The Plt appears by John Worthington Esqr his Attorney and the deft being three Times publickly called makes default of appearance here — therefore it is considered by the Court that the sd Nivins do recover against ye said Cleland the Sum of Eighteen pounds 15/4 of lawfull money Damages and Cost of Court taxed at three pounds 3/5 & thereof &c —

The said Cleland afterwards at this same Term comes here by Simeon Strong Gentleman his Attorney and appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on the fourth Tuesday of September next — and he recognizes with sureties as the law directs for the sd Cleland's prosecuting the appeal wth effect as by sd recognizance on file it appears

(107)

Nivins vs Sawin (115)

James Nivins of Greenwich in the County of Hampshire Gentleman Pltf vs James Sawin of Belchertown in s^d^ County yeoman deft in a plea of the Case for that the said James Sawin at Springfield on the Second day of Octr Dom^i^ 1766 by his Note of that date in writing under his Hand for Value received promised S^d^ James Nivins to pay him or order Two pounds 10/ lawfull money at or before the first day of March then next ensuing wth lawfull interest till paid Yet S^d^ James Sawin tho often requested hath never paid the same or any part thereof but unjustly neglects it To the damage of the S^d^ James Nivins five pounds The Pltf appears by John Worthington Esqr his attorney and the Deft being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said James Nivins do recover against the said James Sawin ~~Declared~~ Two pound 11/9 of lawfull money damages and Cost of Court taxed at One pound 10/6 & thereof he may have his Ex^r^

The said James Sawin afterwards comes here at this same Term in his proper person and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Surities as the Law directs ~~for to prosecute~~ to prosecute the appeal wth Effect as by said recognizance on file it appears

Ingersoll vs Pond 114

David Ingersoll of Great Barrington in the County of Berkshire Gent^r^ Pltf vs David Pond late of Mendon in s^d^ County of Worcester yeoman Deft in a plea &c for that the S^d^ David Pond at Springfield on the last day of December Anno Dom^i^ 1755 being justly indebted to the said David Ingersoll the sum of Twelve pounds 6/8 lawfull money for sundry Goods & Merchandizes by the said David Ingersoll before that time there sold and delivered to the said David Pond at his special instance & request he the S^d^ David Pond then and there in Consideration thereof assumed on himself & to the said David Ingersoll faithfully promised to pay him the same on demand — yet the said David Pond tho often requested never paid the same or any part thereof but unjustly neglects to do it and hath absconded & withdrawn — himself out of this Province into parts to the said David Ingersoll unknown and conceals himself & his good & Estate so that neither of them can be come at to be attached To the damage of the said David Ingersoll £10

The Pltf appears by Moses Bliss Gentleman his Attorney and John Worthington Esqr Attorney Agent Factor and Trustee of said David Pond above named an Absent and absconding Debtor comes here & under Oath declares that he has in his hands of the effects of the S^d^ Pond to ye amount of Forty one pound 3/1 and moves that he may be admitted to defend this Suit of the said Ingersoll in behalf of his principal and that the case may be Continued until the next Term

Therefore it is considered by the Court of ye Lord the King now here y^t^ the case be continued ~~until~~ and the said Parties have a further day in this Court here until the last Tuesday of August next ensuing accordingly —

(108)

Lovell vs Ford 115

James Lovell of Mendon in the County of Worcester yeoman Plt in the Case vs David Ford late of said Mendon yeoman Deft for that said David at Springfield on the sixteenth day of july Dom 1754 by his promisory Note in writing under his hand of that date for Value rec promised the said James to pay him or his order sixteen pounds at or before the fifteenth day of December in the Year 1755 with lawfull interest for the same till paid Yet ye said David tho often requested never paid the same or any part there of but hitherto hath neglected and still neglects to do it & hath absconded and withdrawn himself out of this Province into parts to the Pl James unknown and so conceals himself & his goods & Estate that neither of them can be come at to be attached to the damage of the said James the Sum of Thirty pounds The Plt appears by Mr Blis Gentleman his Attorney and John Worthington Esq Mr Agent and Trustee of said David Ford above named comes here & upon Oath declares that he has in his hands of the Goods of the said David Ford to the amount of Forty one pound 3/1 and moves that he may be admitted to defend the Suit of ye Pl Lovell in the Behalf of ye Principal and that the Case may be continued until the next Term Therefore it is considered by the Court that the Plaintiff have a further day before the Lord the King in this Court until the Last Tuesday of August next ensuing

How vs Higgins 116

Samuel How of Belcherstown in the County of Hampshire Gentleman Plt vs Joseph Higgins of Hardwick in the County of Worcester yeoman Deft in a plea of the Case for that the said Joseph at Springfield on the eighth day of july Instant Dom 1765 by his Note under his hand in writing of that date for Value rec promised the Pl Samuel to pay him or his order fourteen pounds lawfull money in one Year from the date of said Note with Interest till paid Yet said Joseph tho often requested hath never paid the same or any part there of but unjustly neglects it to ye damage of ye said Samuel £10

The Plt appears by John Worthington Esq his Attorney and the said Joseph Higgins being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Samuel do recover against the said Joseph the Sum of Eight pounds 14/10½ of lawfull money damages and Cost of Court taxed at one pound 7/11 & thereof he may have Execution

The said Joseph afterwards at this Term comes here by Joshua Upham Gentleman his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye Fourth Tuesday of September next ensuing and he recognizes with Surities as the law directs for the said Josephs prosecuting ye appeal with effect as by ye recognizance on file it appears

Abraham Gibbs of the County of Hampshire yeoman Appt Plt vs Joseph Moffat of Greenwich in the County aforesaid Physician Appelle from the judgment of Daniel Burt one of his Majestie justices of the Peace for said County of Hampshire at which Trial the sd Joseph was Plt and the said Abraham Deft for that the said Abraham at said Greenwich on the 4th of April last past did make an assault on the Body of the said Joseph: At which Trial the Evidences being heard and a mature deliberation had it was Considered by said Justice that said Abraham should pay a fine of Twelve shillings to y King and find Surity for his good Behaviour for Two months and pay Cost of Court at Three pounds 10/ from which judgment y Abraham appealed to the Inferiour Court of Common pleas to be next to be holden at Springfield in & for the County of Hampshire on the Third Tuesday of May at which Term comes here the said Abraham: and because there is no Record produced the Action is dismiss

Gibbs Appt vs Dom Regem Plt

Peter Fonda of Luningburgh in the County of Albany and Province of New York yeoman Plt vs Oliver Watson of Great Barrington in the County of Berkshire yeoman deft in a plea of the Case for that y said Oliver at Springfield on the Twenty second day of February Dom 1744 by his promisory note in writing under his hand of that date for Value received promised the said Peter to pay him or his order the full and just Sum of twelve pounds lawfull money by the first day of September then next with Interest till paid yet the said Oliver tho often requested hath never paid the same But unjustly neglects & Refuses to do the same which is To the damag of y said Peter £14 The Plt appears by Theodore Sedgwick Gentr his Attd and the said Oliver by Mark Hopkins Esq his Attd comes & defends the Force & injury &c and saith wewing to himself Liberty of giving any special matter in Evidence under the General Issue which ought to have been specially pleaded says that he never promised in manner and form as y Plt in his Decl against him hath alledged and thereof puts himself on y Country And y said Peter by his above named Attd consenting to the aforesaid Reservation & leaving to himself Liberty of waiving this demurrer on the Trial of y appeal and then joining the Issue Tendred says that the plea by the said Oliver above pleaded and the matters therein containd are an insufficient answer to his declaration that he is not holden by the Laws of the Land to make Answer thereto all wch he is ready to verify wherefore for want of a sufficient Answer to his Declaration he prays that his damages and Costs may be adjudged him — And y said Oliver by his Attd aforesaid consenting to said Reservation says his Plea is sufficient — Thereupon y Premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court of the said Lord the King that the plea aforesaid of y said Oliver and the matters therein contained are sufficient in Law to

Fonda vs Watson Deft

(110)

Ponda
vs
Watson

Peter

—Preclude the said Peter from having his aforesaid action maintained against the said Oliver Therefore it is considered by the Court that the said Peter by his plea aforesaid have nothing but that for his groundless demand he be in mercy &c — It is also considered by the Court that the said Oliver do recover against the said Peter one pound 11 of lawfull money allowed him with his dpcrit for his Costs in defending the suit of the said Peter and thereof &c — — The said Peter by his Attr aforesaid appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Surities as the Law directs for the sd Peters prosecuting the appeal with effect as by said Recognizance on file it appears

How: Comst
vs
East
Hg

Edward East of Palmer in the County of Hampshire yeoman Pltf in
Sampson How of Bernardston in County aforesaid Gentr Deft in a plea
of Ejectment wherein the sd Edward demands against the sd Sampson fifty Acres
of Land lying & being in said Bernardston being Lot № 25 in the first
Division of Land there and bounds Northerly on a meadow Lott Westerly on Mill
Which said Edward having discontinued his Action The within abovenamed
How by Simeon Strong Gentleman his Attorney comes and humbly prays
judgment against the sd Edward & that his Cost occasioned by the premises
may be adjudged to him — And it is considered by the Court that the said
Sampson do recover against the said Edward Cost of Court taxed at £1..12..3
Exon sd 11th June 1767

The foregoing Judgments being made &
entered up in manner aforesaid the said
Court was adjourned without Day —

Attr W. Williams Clerk

Hampshire ss Anno Regni Georgii Tertii Regis magnae Britaniae Franciae et Hiberniae septimo (Aug
(Term 767

At his Majesties Inferiour Court of common pleas holden at Springfield for and within the County of Hampshire on the last Tuesday of August being the 25th day of the said Month (Vide die in diem) to the second day of Sept next following Dom 1767

Present Jury for Trials De Tal

Israel Williams Esq
Josiah Dwight Esq
Tim° Dwight Jun Esq
Thomas Williams Esq

Nath Peck foreman
Joseph Miller
Ariel Collins
Stephen Baker
Elisha Cooke
Will Shephard
Nath Danielson
Will Carnathan
John Shearer
Josiah Smith
Asa Fisk
James Wariner

In these Cases
Williams Esqr vs Hubbard
Sacket vs Leet
Webb vs Mixer: Fisk was off & Mr Lewis Bliss on in the Case Dwight vs Andrews the parties to abide Verdict of Eleven juro
Fisk off in y Case Barbu vs Lee & Dean Jos Whiteon

Continued Actions

Joel Ely yeoman and Benjamin Leonard Jun yeoman both of Springfield &c Pltf vs John Townley of Hartford &c Merchant deft in a plea of the Case as heretofore recorded The parties appear and humbly pray that this cause may be further continued under the same Rule and it is considered by the Court that the said parties have a farther before the Lord the King in this Court here until the second Tuesday of November next Ely & Leonard vs Townley

Joseph Bedortha jun of Springfield &c yeoman Pltf vs Geary Pynchon of s Springfield Gentleman Deft in a plea of the Case as heretofore recorded The said Partie now at this Term Come here and the Referees to whom this Case was referred now come here and Award as follows Viz We find for the deft Cost of Court and award the Pltf to pay the Cost of this Reference the Cost being 10/ — Therefore it is considered by the Court that the said Joseph do recover against the said George ~~three~~ Cost of Court taxed at three pounds 13/ & thereof &c Exr s 24th March 760 Bedortha vs Pynchon

Ethinchas Perkins of Granville &c yeoman Pltf vs Ethinchas Timber of s Granville yeoman & Ebenezer White of Westfield &c yeoman defts in a plea of Trespass as heretofore recorded The parties appear and at the motion of the Pltf attorney It is considered by the Court that the Case be continued until y second Tuesday of November nex ensuing Perkins vs White &c

Benjamin Day Gentn and Margaret Jones Gentlewoman both of Springfield &c Executors of the last will and Testament of Cornelius Jones late of Springfield Gentn Decd Pltf vs Bildad Fowler of Westfield &c yeoman in a plea of the Case as at large on Record The parties appear and humbly pray that this Case may be further continued under a Rule until the next Term and it is granted them and the said parties have a further day accordingly Jones Exrs vs Fowler

Taggart & al vs Percy

Nathaniel Taggart yeoman and James Taggart yeoman both of Blandford & and David McMunny and jane McMunny both of said Blandford infants and Children of George McMunny late of Blandford aforesaid yeoman Deceased and Sufannah his Wife who was formerly Sufannah Taggart Def & which sd David & jane the infants sue by Jane Taggart their Grandmother and next friend of said Blandford & Pltfs vs Sylvanus Percy of Westfield &c yeoman deft in a plea of Ejectment as heretofore recorded The Parties appear and it is considered by the Court that the Case be continued until the second Tuesday of November next ensuing

Scripture vs Jackson

Simeon Scripture of Coventry &c Trader Pltf vs Joseph Jackson & Husbandman deft in a plea of the Case as at large on record The Parties appear and because there is no award made they humbly pray that the Case may be further continued under the same Rule until the second Tuesday of Novr next ensuing & it is granted them

Hubbard Appt vs Carrier

Jonathan Hubbard of Glapinbury &c yeoman appt ~~Pltf~~ vs Benjamin Carrier of Belchertown &c yeoman appellee ~~deft~~ in a plea of the Case as Recorded at large heretofore and now at this Term the Parties come here and are at Issue on the Original plea and having put themselves on the Country Thereupon the jurors at this time according to the form and effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the Truth concerning the Premises being duly sworn by Mr Nathll Peck their foreman declare upon their oath that they find for the appellant Reversion of the former judgment thirty five shillings & 1¼ damages and Costs of Courts &c Therefore it is considered by the Court that the former judgment be reversed and that the said Jonathan do recover against the said Benjamin one pound 15/ 1¼ of lawfull money damages and Costs of Courts taxed at Eight pound 02 0 Exr ~~&~~ 3d Septr 1769

Nash vs Rugg

Joseph Nash of South Hadley &c yeoman Pltf vs John Rugg of said South Hadley yeoman deft in a plea of the Case as at large on Record of the preceding Term And now at this Term the said parties come here and the Referees to whom this Case was referred Report as follows We thereupon find for the Pltf one pound & 3 damages and one pound Ten shillings cost of this Reference after which award the deft comes and moves that the Papers may be recommitted & the said parties further heard - and it is ordered that the Papers be recommitted to the Referees and the said Parties have a further day before the Lord the King here until the second Tuesday of Novem- ber next ensuing

Edward Smith of Amherst ye yeoman appellant vs Joseph Hubbard of Hadley ye Cordwainer Appelle in a plea of ye Case as at large on Record of the preceding Term The said Edward being three times publickly called to come into Court and prosecute his said Action is Nonsuit and the said Joseph likewise Defaulted and ye Action is dismissed accordingly — Smith Appt vs Hubbard

Jane Eustice of Boston in the County of Suffolk Milliner Plt vs Benoni Danks lately of Chignecto in ye Province of Nova Scotia Esqr Deft in a plea of Trespass as Recorded at large the preceding Term The parties appear and humbly pray that the Case may be further continued, and it is considered by the Court the Case be continued until the next Term and the said parties have a further day accordingly — Eustice vs Danks Esqr

Bildad Fowler of Westfield ye yeoman Plt vs Reuben Sweatman of Granville ye yeoman deft in a plea of the Case as at large on Record of the preceding Term The parties now at this Term come here and humbly pray that this case may be continued until the next Term and it is considered by the Court that the said parties have a further day before the Lord the King in this Court here until ye second Tuesday of November next ensuing — Fowler vs Sweatman

Joseph Ashley junr of Sunderland ye yeoman Plt vs Fellows Billing of said Sunderland Gentleman deft in a plea of Trespass as at large on Record of the preceding Term and Now at this term the parties come and the said referees to whom this Case was referred Now Report as follows Viz / We do award and determine that the said Joseph do recover of the said Fellows the sum of seventeen pound 0/7 damages and a certain Negro Man named Pemel now in possesion of the said Fellows by Virtue of an assignment of a Bill of Sale made by one Aaron Burt to the said Joseph be & remain to the said Fellows as his property and that ye Fellows do also pay ye Cost of the Reference being 2/5 and that this be a final end of all Controversies and Disputes between them / Therefore it is considered by the Court ye the said Joseph do recover against ye said Fellows seventeen pound 0/7 of lawfull money damages and Cost of Reference taxed at two pound 5/ & thereof Ke — Ashley vs Billing

John Walker of Hartford in ye County of Hartford and Colony of Connecticutt Merchant Plt vs Thomas Jersey & Benjamin Jersey both of New London in ye County of New London and Colony aforsaid Merchants Defts in a plea of the Case as at large on Record of the preceding Term & now at this Term the Plt by Mark Hopkins his Att comes here and the said Thomas & Benjamin being three several times publickly called make default of appearance here Therefore it is considered by the Court that the said John do recover against the said Thomas and Benjamin twenty two pound 13/2 3/4 of lawfull money Debts and Cost of Writs taxed at two pound 16/8 & thereof Ke — Exconio 24th Sept 1767 — Walker vs Jersey et al

Bebee vs Cowls

Martin Bebee of the new Plantation called New Concord in the County of Albany and Province of New York yeoman Plt vs Benjamin Cowls of Canaan in the County of Litchfield and Colony of Connecticutt Gentleman Deft in a plea of the Case as at large on record of the preceding Term And now at this Term the Plt by Woodbridge his Atty appears, and the said Benjamin being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Martin do recover against the said Benjamin the sum of thirteen pounds 6/8 of lawfull money damages and Cost of Court taxed at four pound 6/8 and thereof Exon. Jjs 3d Sept. 1767

Graves vs Seelye

Moses Graves of Pittsfield in the County of Berkshire Gent Plt vs Ephraim Seelye of Pownal in the province of New York yeoman Deft in a plea of the Case as on record of the last Term and now at this Term the Plt by Woodbridge his Atty appears, and the said Ephraim being three Times publickly called to come into Court makes default of appearance Therefore it is considered by the Court that the said Moses do recover against the said Ephraim Thirty seven pounds 7/9½ of lawfull money damages and Cost of Courts taxed at £3.14.1½ & thereof &c Exon is 3d Sept. 1767

Ely vs Adams

Joel Ely of Springfield in the County of Hampshire yeoman Plt vs John Adams of Suffield in said County yeoman deft in a plea of the Case as at large on record of the preceding Term And now at this Term the parties come here and the Referees to whom this case was submitted come and report as follows Viz, We find due to Joel Ely the Plt damages to the Value of six pounds 12/ and Cost of Court & Costs taxed of this Reference being 10/ Therefore it is considered by the Court that the said Joel do recover against the said John six pounds 12/ of lawfull mony damages and Cost of Court & Reference in the Whole taxed at Two pound 1/10 & thereof &c — Exon is 16th Nov. 1767

Ely Exrs vs Bedortha

Samuel Ely and Joel Ely both of Springfield in the County of Hampshire yeomen Executors of the last will and Testament of Samuel Ely the Elder late of said Springfield dec'd Plts vs Joseph Bedortha of said Springfield yeoman Deft in a plea of the Case as on record of the Last Term The said Samuel and Joel being three times publickly called to come into Court and prosecute their Action are Nonsuit and the said Joseph likewise defaulted & Action dismissed accordingly

Sidem vs Miller

Samuel Ely and Joel Ely both of Springfield in the County of Hampshire yeomen Executors of the last will and Testament of Samuel Ely the Elder late of said Springfield deceased Plts vs Moses Miller of said Springfield yeoman deft in a plea of the Case as at large on record of the preceding Term And now at this Term the said Ely & Joel Ely as said Executors being three times publickly called to come into Court and prosecute their said Action are Nonsuit and Joseph likewise defaulted and Action is dismissed accordingly

Joel Ely of Springfield in the County of Hampshire yeoman
Plt vs John Ely of said Springfield yeoman Deft in a plea of the Case
as at large on record of the last Term and now at this Term And now at
this Term the said Joel being three Times publickly called to come into
Court and prosecute his Action is Nonsuit and the said John likewise
defaulted and ye Action is dismissed accordingly

Ely vs Ely

Rebeccah Goodman Widow & spinster and Noah Goodman
yeoman both of South Hadley &c administrators on the estate of Thomas
Goodman late of South Hadley aforesaid yeoman dec'd Plts vs Eleazer
Goodman of Northampton aminor under twenty one years of Age Deft
in a plea of the Case as at large on record of the last Term The parties
now at this Term appear and the referees to whom this Case was
referred now report as follows Viz. We do determine and Award that ye
said Eleazer Goodman the Deft pay to Noah Goodman and Rebeccah
the Plts the Sum of Eleven pounds 10/ in Money damages and Cost
of this Reference being five pound 1/6 and the Costs of Courts —
Therefore it is considered by the Court that the said Rebeccah & Noah
do recover against the said Eleazer the Sum of Eleven pound 10/ and Cost
of Court & Reference in the Whole taxed at seven pound 4/7 & thereof &c
Execon ffs d 30th March 766

Goodmans Admrs vs Goodman

Experience Worthington Widow and Lucy Fowler spinster both of Springfield
in the County of Hampshire Plts vs Job Fowler of said Springfield yeoman
Deft in a plea of the Case as at large on record of the last Term and
now at this Term ye Plts come here by John Worthington Esq their Attys
and the said Job by Simeon Strong Gentr & Joseph Hawley Esq his Attys
comes into Court and prays Oyer of the writing Obligatory & it is
read to him in these word — Know all men by these presents that
I Job Fowler of Suffield in the County of Hartford & Colony of Con-
=necticutt Husbandman am holden & stand firmly bound and Obliged
unto Experience Worthington Widow and Lucy Fowler spinster both of Spring
=field in the County of Hampshire & Province of the Massachusetts
Bay in the Sum of Forty pounds lawfull money of the Province aforesd
to be paid to the said Experience and Lucy their Executors admi
nistrators and assigns and for the payment whereof I bind myself
my Heirs and Executors and Administrators firmly by these presents
Sealed with my Seal this twenty fifth day of May Anno Domi 766 And
the said Job likewise prays Oyer of the Condition of said writing Obligatory
and it is read to him in these Words The Condition of the abovesaid Obli
gation is that if the above bounden Job Fowler his Heirs Executors or Admi
=nistrators do and shall well and truly build erect and set up a dwelling house
in a good sufficient and Workmanlike manner one Story high of ye length of
one Score six feet and of the Breadth of sixteen feet for the said Lucy and Experience
Thomas alls called Fowlers Field near Dead Reuben Leonards house Lott south of
the Cost of the Gain in said Springfield on such part or Place of the said Field as they the said — Ex

Worthingtons vs Fowler

— Experience and Lucy or either of them shall appoint &
Worthington shall also cover the outside of said house in a good sufficient and Workman
vs (like manner the roof with Boards and Shingles and the Body of Whole
Fowler with good Boards or Quarter Boards & also set in the outside doors & put
up Windows and Glaze said house conveniently and sufficiently & also
build and erect a sufficient Chimney for said house with two smoaks
or five flues in or near the middle of said House & also shall digg a
Sufficient Cellar under one room of said house & stone it up Well
and find all the Materials requisite to the purposes abovementioned
on or before the first day of july next ensuing the date here of then
the foregoing Obligation to be void and of none effect otherwise to
remain in the full force and Virtue : which being read and heard
The said Job says that the said Lucy and Experience ought not
to have or maintain their said Action against him because he says
that after the making of the writing Obligatory aforesd and before
the Time in said Condition set and Limited for the performance of
the same that is to say on the last day of June next ensuing the
date of said writing Obligatory at said Springfield the said Job did
well and truly perform and fulfill the Condition before read and all
and every matter and Article therein contained & expressed according
to the True import & meaning of the said Condition all wch sd Job
is ready to verify & prove wherefore he pray judgment if the said
Lucy and Experience ought to have or maintain their said Action
against him — And the said Experience and Lucy by their Attys
aforsaid say that they by any thing by the sd Job in pleading alledged
ought not to be precluded therein from their Action against him had —
because by protesting that said Job hath not performed any of the —
Articles or things in the Condition aforesaid specified according to
the true intent and meaning of the said Condition aforesaid at the
Place by the said Experience and Lucy assigned him in the Lott aforesd
called Fowlers Field and that the sd Job did not build the same in a
Sufficient and Workmanlike manner that he did not build the same
with Timbers of a sufficient Bigness & Strength nor frame them togeth
according to the Rules of Building & that he did not cover the outside of sd
House in any part of it in a sufficient & workmanlike manner that he
did not make sufficient & convinient Windows therein nor glaze
the same sufficienly that he did not make a sufficient Chimney to sd
house nor set the House up a sufficient & reasonable distance from the
ground nor make any foundation or underpinning thereto and that he
hath not built a sufficient Cellar under either of the rooms of sd house nor stoned the
same well nor set up the outside doors to the said house in sufficient
manner all which they pray may be inquired of by the Country and
the said Job likewise — There

(W)

Worthington
v
Fowler

= Thereupon the jurors at this time according to yᵉ form and effect of the Statutes in this Case provided returned & impanelled being demanded likewise come Who to say the Truth concerning the Premises being duly sworn by mr Nathll Peck their foreman declared upon their Oath that they find for the Plt the forfeiture of the Bond declared on and their Costs of Court — Thereupon it is Considered by the Court that the said Experience and Lucy do recover against the Deft the Sum of Two pound of lawfull money Debt and Cost of Court taxed at £ & thereof he may have his Execon

The said Jot by leave aforesaid appeals from the judgment from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes wth suitable as the law directs for his prosecuting the appeal with effect as by said recognizance on file it appears

Ingersoll
v
Lord

David Ingersoll of Great Barrington in the County of Berkshire Gentleman Plt vs David Lord late of Mendon in the County of Worcester yeoman Deft in a plea of the Case as at large on record of yᵉ last Term and now at this Term the said David Ingersoll comes And John Worthington Esqr Attr Agent Factor and Trustee of the said David Lord who was an absconding Debtor was admitted att the last Term to defend this suit And yᵉ said Parties humbly pray that this Case may be continued unto the next Term and it is granted accordingly

Lovell
v
Lundem

James Lovett of Mendon in the County of Worcester yeoman Plt vs David Lord late of said Mendon an absconding Debtor yeoman Deft in a plea of the Caxas at Large on record the last Term and now att this Term the said James Comes here and John Worthington Esqr Attr Agent and Trustee of the said David who was admitted att the last Term to defend this suit comes And the said Parties humbly pray that this Case may be continued until the next Term and it is granted them accordingly

Remains at this Term

Goodmans Admrs
v
Peirce
No 1

Noah Goodman yeoman and Rebeuah Goodman Spinster both of South Hadley in the County of Hampshire Administrators on the goods & Estate of Thomas Goodman late of said South Hadley yeoman dec'd Plts vs Benjamin Peirce of South Hadley aforesaid yeoman Deft in a plea of the Case for this Viz) That whereas the said Thomas Goodman in his Life time Viz on the Last day of August Dom 1760 at South Hadley aforesaid was possessed of a certain Cow of the price of Five pounds & of his own proper Goods and Chattles and being so possessed afterwards That is to say the same day and year last aforementioned at South Hadley aforesaid casually lost the said Cow out of his possession which Cow afterward in the

(Mod)

Goodman
ads Dom vt
Peirce

= Life Time of the said Thomas (Viz) on the said last day of August at South Hadley aforesaid came to the hands and prosepion of the said Benjamin by his finding the same Nevertheless the said Benj knowing the said Cow to be the proper Cow of the said Thomas and of Right to appertain and belond to the said Thomas Yet he the sd Benja hath not delivered the said Cow to him the said Thomas in his life Time thó he the said Benjamin was thereto by the said Thó in his life Time required nor to the said Noah and Rebeccah or either of them since the Death of the said Thomas thó he has been by them often requested But he the said Benjamin afterwards since the Death of the said Thomas Viz on the last day of July last at South Hadley aforesaid Converted and disposed of the sd Cow to the use & Benefit of him the said Benjamin to the damage of the sd Noah and Rebeccah six pounds and also that whereas the said Thomas Goodman in his life time on the last day of August aboveside was prosesed of a certain Yoke or pair of Oxen of the Vine of fourteen pounds as of his own proper Oxen and being so prosesd thereof afterwards Viz the day & year aforesaid at said South Hadley in the life Time of him the said Thomas he casually lost the said Oxen out of his prosepion and the sd Oxen afterward (Viz) the same day and year at South Hadley aforesaid in the life time of the said Thomas came to the hands and prosepion of sd Benjamin by his finding the same Nevertheless the said Benjamin knowing the said Oxen to be the proper Oxen of him the said Thomas & of Right to appertain and belong to him the sd Thomas in his life Time Yet he the said Benjamin hath never Delivered the said Oxen to him the said Thomas in his life time thó he was thereto by the said Thomas in his life Time often requested Neither hath he delivered the said Oxen to the said Noah and Rebeccah admi-nistrators as aforesaid or to either of them altho he hath thereto often been required by the said Noah & Rebeccah since the deceas of the sd Tho But he the said Benjamin afterwards to wit on the last day of July and since the Death of the said Thomas disposed of & converted said Oxen to the proper use and Benefit of him the sd Benjamin To the damage of the said Noah and Rebeccah fourteen pounds The Plts appear by joseph Hawley Esq Attorney and the sd Benjamin by John Worthington Esq his attorney comes and defends & pleads and says he is not guilty in manner and form as the Plts have alledged against him and thereof puts himself on the Country and the Plts likewise ~~ Thereupon the jurors at this time acording to the form and effect of the Statutes in this Case provided returned and impannelled being demanded likewise come here Who to say the truth concerning the Premises being duly sworn by Mr Nathaniel Peck then

Foreman that they find for the Pltf for the Cow two pound 15/ and for the Oxen thirteen pounds being fifteen pounds 15/ and damages and Cost of Court — Therefore it is considered by the Court that the said Noah and Rebeccah do recover against the said Benjamin fifteen pounds 15/ of lawfull money damages and Cost of Court taxed at five pound 5/2 & thereof &c

(Wf) Goodman & Com^rs vs Peirce

Nevertheless the said Benjamin appeals from the judgment of this Court to the Supreiom Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and hereby recognizes with sureities as the law directs for his prosecuting his appeal with effect as by said recognizance on file it appears

John Tilley junior of Hartford in the County of Hartford and Colony of Connecticutt Mariner Pltf vs Oliver Partridge of Hatfield in the County of Hampshire Esqr Deft in a plea of Trespass & case in the Writ The said John being three Times publickly called to come into Court and prosecute his Action is Nonsuit and the said Oliver likewise defaulted and the Action accordingly dismissed

Tilley Junr vs Partridge No 2

Samuel Leonard of Springfield in the County of Hampshire yeoman Pltf vs George Pynchon of said Springfield Gentleman deft in a plea of the Case for that the said George at said Springfield on the last day of April Dom^i 1763 being justly indebted to the said Samuel the sum of two pound 5/2½ for so much by said Samuel at the special instance and request of the said George and for his use paid by said Samuel to one Elias Lyman he the said George then and there in consideration thereof promised the said Samuel the same sum on demand And also for that said George at Springfield on the last day of of august Dom^i 1763 being justly indebted to the said Samuel in the sum of three pounds lawfull money more for so much by the said George there before had of one Luther Leonard to the use of the said Samuel he the said George then & there promised said Samuel in Consideration thereof to pay him the same on demand Yet tho' often requested he the said George hath never performed either of his s^d promises but neglects it to the damage of the said Samuel seven pounds The Pltf appears by Joseph Hawley Esqr and the said George by John Worthington Esqr his Attorney comes and defends &c and says he never promised the said Samuel in manner and form as the Pltf in his declaration has declared and thereof puts himself on the Country and so Pltf likewise

Leonard vs Pynchon No 3

Thereupon the Jurors at this Term according to the form and effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the Truth concerning the premises being duly sworn by Mr Nathaniel Ward their foreman declare upon their oath that they find for the Pltf the sum demanded for being £6..0..3½ and Costs of Court

There

(120)

Leonard vs Pynchon

= Therefore it is considered by the Court that the said Samuel do recover against the said George the sum of five pounds 0/3½ of lawfull money damages and Cost of Court taxed at £

The said George by his Attorney aforesaid appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Spring-field in and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Surities as the law directs for the said George prosecuting the appeal with effect as by said recognizance on file it appears

Moffit Appt vs Gibbs Appd No 4

Joseph Moffit of Greenwich in the County of Hampshire yeoman appellant vs Abraham Gibbs of said Greenwich yeoman Appeall from the judgment of Josiah Chauncey Esqr one of his Majestys justices of the peace for said County at trial before him on the Thirteenth day of july Anno Domi 1767 At which Trial said Abram was plt & said Joseph deft in a plea of Trespass on the Case for that the said Abram at said Greenwich on the last day of Octo Domi 1765 was possessed of a felt Hat of the Value of five shillings as of his own proper Felt Hat and being so thereof possessed the said Abram there afterward Viz) on the same last day of October aforesaid the same Felt Hat out of his possession casually lost which said Felt Hat so lost as aforesaid afterwards Viz) on the tenth day of Novr 1765 came into the hands and possession of the said Joseph by finding Nevertheless the said Joseph knowing the said Felt Hat to be the property of the said Abram of right to belong to him hath never delivered said Felt Hat to said Abram tho often thereto requested but the same Felt Hat there afterwards Viz) on the last day of April Domi 1766 at said Greenwich converted and disposed to his own use and Benefit to the damage of the said Abram ten shillings And the Defendt came into Court & defends & for plea says that he is not guilty in manner & form as the said Abram has thereof alledged against him and thereof puts himself on the Trial by Jury for right said justice and the said Abram likewise And after a full hearing of the parties the said Justice found for said Abram three shillings lawfull money damages and Costs of Suit Therefore it was considered by said Justice that the said Abram should recover against the said Joseph three shillings lawfull money damages and Costs of Suit taxed at Two pound 10/8 & thereof & from which judgment the said Joseph appealed to the Inferiour Court of Common pleas then to be holden at Springfield on the last Tuesday of August and he recognized with Surities as the law directs for his prosecuting the appeal with effect And now at this Term come here the Parties aforenamed and are at Issue on the Original plea And thereupon the jurors at this time according to the form and effect of the Statute in this case provided returned and impanelled being demanded likewise come

Moffit Appt
vs
Gibbs Appe

~~Cord~~ on it appearing to the Court that one of the jurors (then & there) Viz Ariel Collins was not present Thereupon it was ordered by the jurors return the Papers And the before named parties now come here in their proper persons and refer this Case to the final Determination and Award of Paul Mandell Gent Joseph Allin yeoman and John Braddish yeoman all of Hardwick in the County of Worcester or any two of them Arbitrators mutually Elected to be made upon the Premises and returned into this Court as soon as may be & the Case & proceedings of the said parties therein is continued to the next Term of this Court

Warner
vs
Ellis
No. 5

Oliver Warner of Hadley in the County of Hampshire yeoman Pltf vs Richard Ellis of Colrain in said County yeoman Deft in Plea of the Case for that the said Richard at said Hadley on the third day of February last past by his note of that date for Value received promised the said Oliver to pay him Sixteen pounds 11/8½ lawfull money on demand &c as in the Writ The Pltf appears by Elisha Porter Gent his Attorney and the said Richard being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Oliver do recover against the said Richard the Sum of Seventeen pounds 3/2½ lawfull money Damages and Cost of Court taxed at £2.3.10 & thereof &c

Execon issd 16th Sept. 1767

Porter Esq
vs
Train
No. 6

Eleazer Porter of Hadley in the County of Hampshire Esq Pltf vs John Train late of Greenwich in said County Husbandman Deft in a plea that the said John render to the said Eleazer four pounds 13/ lawfull money which to him he the said John justly owes & forreasonably unjustly detains and whereon he the said Eleazer says that the said John at said Hadley on the Tenth day of January Anno Domi 1760 by his Bond of that date now in Court to be produced bound and Obliged himself unto the said Eleazer in the Sum of Four pounds 13/ lawfull money to be paid him on demand &c as in the Writ the Pltf appears by Elisha Porter Gent his Attorney and the said John being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Eleazer do recover against the said John three pound 10/11½ of lawfull money Debt and Cost of Court taxed at Two pounds 7/6 & thereof &c

Execon issd 25th Sept. 1767

Eldern
vs
Stone
No. 7

Eleazer Porter of Hadley in the County of Hampshire Esq Pltf vs Simon Stone late of Greenwich in said County yeoman in a plea of the Case for that the said Simon at said Hadley on the sixteenth day of July Domi 1760 by Note of that date for Value received promised the said Eleazer to pay him Two pound 5/3¾ lawfull money on demand with Interest till paid &c as in the Writ The Pltf appears by Elisha Porter Gent his Attr and the said Simon being three times publickly called makes default of appearance here Therefore it is considered by the Court that the said Eleazer do recover against the said Simon three pound 4/10 of lawfull money damages and Cost of Court taxed at two pounds 6/8 thereof &c

Execon issd 10th Aug. 1768

Warner
vs
Cook et
No. 8

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf vs John Cook yeoman John Williams yeoman & Joshua Lovell yeoman all late of Hardwick in the County of Worcester Defts in a plea of the Case for that they

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Warner vs Cook et Al

= John Cook Jotn Williams and Joshua Ewell at said Hadley on the nineteenth day of Feby Dom^{i} 1766 by their joint Note of the same date for Value received promised the said Jonathan to pay him five pounds Two shillings lawfull money by the last day of May then next ensuing the Date of the said Note with lawfull Interest till paid &c as in ye Writ

The Plt appears by Elisha Porter Gent his Attorney and the Defts being three times publickly called make default of appearance in Court Therefore it is considered by the Court that the said Jonathan do recover against the said John Cook ~~John Williams~~ Joshua Ewell the sum of five pounds 10^{s} of lawfull money damages and Cost of Court taxed at Two pound 2/6 & thereof &c Execon Issd 24th Octo 1767

Idem vs Sprague Ats

Jonathan Warner of Hadley in ye County of Hampshire Trader Plt vs Jonathan Sprague junr late of Ashfield in said County yeoman Deft in a plea of the Case for that the said Jonathan Sprague at Hadley on the ninth day of Jany Dom^{i} 1766 by note of that date for Value received promised the sd Jonathan Warner to pay him Three pounds 3^{s} lawfull money by the first day of August then next after the date of Date of the said Note with Interest from the Time of payment till paid &c as in the Writ The Plt appears by Elisha Porter Gent his attorney and the Deft being three Times publickly called makes default of appearance here Therefore it is considered by the Court that the said Jonathan Warner do recover against the said Jonathan Sprague the sum of £ of lawfull money Damages and Cost of Court Taxed at Two pound 3/ & thereof &c

Idem vs Loth &c No 10

Jonathan Warner of Hadley in the County of Hampshire Trader Plt vs Joseph Loth yeoman and George Wheeler, ~~yeoman~~ both late of Shutesbury in s^{d} County Defts in a plea of the Case for that the said Joseph and George at s^{d} Hadley on the twelfth day of Novr Dom^{i} 1765 by their note of that date for Value received promised the said Jonathan to pay him Thirty five pounds 5^{s} lawfull money by the first day of March then next with interest all paid &c as in the Writ — The Plt appears by Elisha Porter Gent his Attorney and the Defts being three Times publickly called to come into Court & make default of appearance here — Therefore it is considered by the Court that the said Jonathan do recover against the said Joseph and George the sum of Twenty one pounds 9^{s} 9½ of lawfull money damages & Cost of Court taxed at Two pound 3/2 & thereof &c — & Execon Issd 18th Octo 1767

Idem vs Childs No 11

Jonathan Warner of Hadley in the County of Hampshire Trader Plt vs Timothy Childs late of Greenfield in said County Gent Deft in a plea of the Case for that the s^{d} Timothy at Hadley on the Sixth day of Novr 1765 by his promissory Note of that date for Value rec^{d} promised the said Jonathan to pay him four pounds one shilling & seven pence lawfull money by the first day of February then next with Interest from ye time of payment till paid &c as in the Writ &c The Plt appears by Elisha Porter Gent his Attorney and ye Deft being three Times publickly called makes default of appearance here Therefore it is considered by the Court that the said Jonathan do recover against ye said Timothy four pound 9^{s} 10½ of lawfull money damages & Cost of Court taxed at Two pound 2/10 & thereof &c Execon Issd 15th Octo 1767

Colt et al
vs
Kellogg
No 12

Benjamin Colt of Hadley in the County of Hampshire yeoman and James Denison Colt late of s^d Hadley Pl^ts vs Joel Kellogg late of Ashfield in the County aforesaid Husbandman Deft in a plea of the case for that the said Joel at said Hadley on the Twenty seventh day of Octr Anno Dom^i 1765 by his Note of that date for Value Received promised the said Benjamin and James Denison to pay them three pounds 2/4 lawfull money by the first of December Dom 1766 with interest till paid &c as in the Writ — The Pl^ts appear by Elisha Porter Gent their Attorney and the said Joel being three times publickly called makes default of appearance Here — Therefore it is considered by the Court that the said Benjamin and James Denison do recover against the said Joel the sum of three pounds 9/11½ of lawfull money damages and Cost of Court taxed at Two pound 2/10 and thereof they may have their Exon — Exon is 19th Septr 1767

Belding
vs
Eurdem
No 13

Thomas Belding of Wethersfield in the County of Hartford and Colony of Connecticutt Gent Pl^t vs Joel Kellogg late of Hadley in s^d County of Hampshire yeoman Deft in a plea of the Case for that s^d said Joel at a place called Wethersfield Viz^t at Springfield on the fourteenth day of April Dom^i 1756 by his Note of that date for Value received promised the said Thomas to pay him one pound 14/1 lawfull money on demand with interest till paid &c as in the Writ The Pl^t appears by Elisha Porter Gent^r his Attorney & the said Joel being three times publickly called makes default of appearance here — therefore it is considered by the Court that the said Thomas do recover against s^d said Joel the sum of Two pounds 7/3¼ of lawfull money damages and Cost of Court taxed at Two pound 5/10 thereof &c — Exemi 18th Septr 1767

Gilmore
vs
Gould
No 14

Robert Gilmore of Pelham in the County of Hampshire yeoman Pl^t vs Jeremiah Gould late of Shutesbury in s^d County yeoman Deft in a plea of the Case for that the said Jeremiah late of Shutesbury on the Twenty second day of May Anno Dom^i 1766 by his Note of that date for Value received promised the said Robert to pay him three pounds 6/8 lawfull money within eight months from s^d Date of said Note with interest till paid &c as in the Writ — The Pl^t appears by Elisha Porter Gent^r his Attorney and the said Jeremiah being three times publickly called makes default of appearance here Therefore it is considered by the Court that the said Robert do recover against the said Jeremiah Two pound 13/1½ of lawfull money damages and Costs of Court taxed at Two pound 3/6 & thereof &c

Inhabitants
of Hadley
vs
Smith
No 15

The Inhabitants of the Town of Hadley in the County of Hampshire one of whom viz one Oliver Warner Sheriff under Oliver Partridge Esqr for s^d County Pl^ts vs Waraham Smith of Hadley aforesaid yeoman Deft in a plea wherein the said Inhabitants demand against the said Waham one certain Peice of Land with the appurtenances lying in said Hadley being part of a high way or Land sequestered for a highway leading from Hadley aforesaid to Amherst in our said County Viz Medal part of the said highway

(124) Inhabitants of Hadley vs Smith

= Land sequestred for said high way wch lies South of and next adjoining to that Lott of Land now in the posession of the said Warham which was originally granted by the said Town of Hadley and laid out to one John Ingram Junr on the plain (so called) which is now commonly known and called by ye Name of the said Smiths plain Lott And is described and bound. by the following Lines Viz) Beginning at the south West Corner, or Ditch on the south side of the Lott aforesaid thence running south four rods thence running Easterly in a line parrellel with the last-mentioned Fence or Ditch forty two rods and an half thence running North four rods to the south East corner of the Lott aforesaid & containg one Acre and ten rods and is surrounded on all sides by a Ditch And Whereon the said Inhabitants say that they within twenty years last past in a time of Peace in the Reign of our late Loyall Grandfather (viz King George the second) were seizyd of the demanded premises in their demesne as of Fee-taking the Profits thereof To the Value of Forty shilling by ye year since wch the said Warham has unjustly & without judgment entered thereon and thereof Dispeizyd the said Inhabitants and still unjustly hold themout To the damage of the said Inhabitants Thirty pounds — The said Inhabitants appear by Mr Elisha Porter And Simeon Strong Gentlemen their Attornies And the sd Warham by Joseph Hawley Esqr his Attorney comes and defends the force and Injury &c and says that the within Writ is Bad and ought to be Abated because it is no where set forth or averred therein that the within mentioned Demandants have or ever had any right To the Premises demanded against him the said Warham or that they were ever lawfully and of right seized of the same nor is it any where in ye said Writ alledged that any other person was ever lawfully and of right seized of the said premises under whom the said Demandants have any right to claim the same nor is there any thing set forth or alledged in ye said Writ that shews that the said Demandants have any right To recover the said Premises of the said Warham Whereas a rightfull and lawfull Seizin either in themselves or some other person from whom they Demandants right lawfully claim the said Premises ought to have been expressly alledged in the Writ all which the said Warham is ready to verify and thereof pray judgment and that the Writ may be Abated —

Thereupon the Premises being seen and fully understood by the Court of the Lord the King now here it appears to said Court that the aforesd Writ of the said Inhabitants is good and the same does not abate — And the said Warham by his aforesaid Attorney comes and defends the force and says that he is not guilty in manner and form as against him in this Writ is alledged and thereof puts his himself on the Country and the Pls likewise) Thereupon the jurors at this Term according To the form and Effect of the Statutes in this case provided returned and Impanelled being demanded likewise come here Who to say the Truth concerning the Premises being duly sworn by Mr Nathaniel Peck their Foreman deliver their oath

= Oath that they find for the said Warham Cost of Court — 125

Inhabitants of Hadley v Smith

Thereupon it is considered by the Court that the said Warham do recover against the said Inhabitants the sum of £ of lawfull money allowed him with his Assent for his Cost in defending the suit of the said Inhabitants and thereof &c

The said Inhabitants by their aforesaid Attorney Mr. Porter appeal from the judgment of this Court to the Superiour Court of judicature to be Holden at Springfield on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the said Inhabitants prosecuting the appeal with effect as by said recognizance on file it appears

Parsons v Dana

Samuel Parsons of Northampton in the County of Hampshire yeoman Plt v Caleb Dana junr of Cambridge in the County of Middlesex Trader Deft in a plea of the Case for that whereas the said Caleb on the Twentieth day of may last at Springfield by his note for Value received promised the said Samuel to pay him Thirty three pounds 10/ lawfull money on Demand with Interest till paid &c as in the Writ — The Plt appears by Joseph Hawley Esq his Attorney and the said Caleb being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Samuel do recover against the said Caleb Twenty eight pounds 19/ 2 of lawfull money damages and Cost of Court taxed at two pound 5/ 6 thereof &c — Exon is 25th Sept 1767

Lyman v Dana

Joseph Lyman of Northampton in the County of Hampshire yeoman Plt v Daniel Dana of Cambridge in the County of Middlesex Innholder Deft in a plea of the Case for that whereas the said Daniel on the eighteenth day of March last past at Springfield by his Note of that date for Value recived promised the said Joseph to pay to him or order Twenty Two pound 2/ lawfull money on demand &c as in the Writ — The Plt appears by Joseph Hawley Esq his Attorney and the said Daniel being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that said Joseph do recover against the said Daniel the sum of seventeen pound 14/ lawfull money damages and Cost of Court taxed at £2 — 5 — 6 thereof — Exon is 10th Sept 1767

Idem v Sampson

Joseph Lyman of Northampton in said County of Hampshire yeoman Plt v Alexander Batum Sampson of Cambridge in the County of Middlesex yeoman Deft in a plea of the Case for that whereas the said Alexander on the ninth day of June instant at Springfield by his Note for Value rec promised the said Joseph to pay him or order fifty one pound lawfull money on demand &c as in the Writ — The Plt appears by Joseph Hawley Esqr his Attorney and the said Alexander being three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Joseph do recover against the said Alexander the sum of fifty one pound of lawfull money damages & Cost of Court taxed at Two pound 5/ 6 thereof — Exon is 10th Sept 1767

(126)

McDonald v Brownson 19

Roderick McDonald of Northampton in y County of Hampshire Miner Plt vs Israel Brownson lately of y Northampton yeoman Deft In aplea of Trespass on the Case wherein the said Rodrick complains that whereas he the said Rodrick and the said Israel on y thirteenth day of May last at Northampton aforesaid accounted together of and concerning diverse Sums of money before that Time due to the sd Rodrick from the said Israel and then unpaid and upon such Account Stated the said Israel was then & there found to be in Arrear to the sd Rodrick in the sum of Thirty three pounds 5/7 lawfull money & being so found in Arrear to the said Rodrick faithfully promised that he y said Israel would truly pay the said Sum whenever afterward he should be thereto required &c as in the Writ — The Plt appears by Joseph Hawley Esqr his Attorney and the said Israel being three Times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Rodrick do recover against the said Israel Thirty three pounds 5/7 of lawfull money Damages & cost of Court taxed at £1.13.2 and thereof &c Execon is 3d Sept 1767

Sanders vs Eundem 20

Robert Sanders of Northampton in y County of Hampshire Miner Plt vs Israel Brownson lately of said Northampton yeoman Deft in aplea of Trespass on the Case wherein the said Robert complains that whereas he and the said Israel on the sixth day of June last at Northampton accounted together of & concerning diverse sums of money before that time due to the said Robert from the said Israel and then unpaid & upon such account stated the said Israel was found to be in Arrear to the said Robert £16.19.1 lawfull money And being so found in Arrear in Consideration thereof to the said Robert promised that he the said Israel would pay the said Robert the said Sum on demand &c as in the Writ &c The Plt appears by Joseph Hawley Esq his Attorney and the said Israel being three Times publickly called makes default of appearance Therefore it is considered by the Court that the said Robert do recover against the said Israel sixteen pounds 19/1 of lawfull money damages and Cost of Court taxed at one pound 13/2 & thereof &c Execon is 3d Sept 1767

Sharp vs Eundem 21

William Sharp of Northampton in y County of Hampshire Miner Plt vs Israel Brownson lately of said Northampton yeoman Deft in aplea of Trespass on the Case wherein the said William complains & says that whereas the said Israel on the thirteenth day of May last at said Northampton accounted together of and concerning certain sums of Money before that time due to the said William from y said Israel and then unpaid & upon such account stated the said Israel was then and there found in Arrear to the said William £2 6 0 lawful money and being so found in Arrear y said Israel in Consideration thereof to the said William promised that he y said Israel would pay him y said William on demand &c as in y Writ — The Plt appears by Joseph Hawley Esq his Attorney & y said Israel being three Times publickly called makes default of Appearance Therefore it is considered by the Court that the said William do recover against y said Israel £2 6 0 lawfull money damages & Cost of Court taxed at £1 3 2 & thereof &c Execon is 3d Sept 1767

(1267)

Scott et als
v
Nash
22

John Scott and Moses Gill both of Boston in the County of Suffolk Merchants Plts vs Daniel Nash lately of Greenfield in the County of Hampshire Blacksmith Deft in a plea of the Case for that whereas the said Nash on the Thirty first day of May Domi 1763 at Springfield by his Note for Value received promised the said Scott and Gill to pay Them or order thirteen pound 12/ lawfull money within six months from the Thirty first day of may and in Case of nonpay=ment within the said six months the lawfull interest of the said sum from the End of said six months till paid &c as in the Writ — The Plts appear by Joseph Hawley Esqr their Attorney and the Deft Nash being three Times publickly called makes default of appearance Therefore it is considered by the Court that the said Scott & Gill do recover against the said Nash the sum of fifteen pound 19/ 10½ of lawfull money damages & Cost of Court taxed at £3..0..6 & thereof Exon &c 4th Decr 1767

Hyslop &c
v
Billing &c
23

William Hyslop of Boston in the County of Suffolk Esqr Plt vs Moses Billing yeoman Samuel Blodget Physician & Joseph Bodman yeoman all lately of Sunderland in the County of Hampshire Defts In a plea that the said Moses Samuel & Joseph render to the said Willm Two Hundred and eight pounds lawfull money which they owe to him and from him unjustly detain and whereupon the said Willm complains that whereas they the said Moses Samel & Joseph on the six=teenth day of Septr Anno Domi 1762 at Springfield by their Bond dated the day & year last aforesaid in ~~the~~ Court to be produced bound them=selves by the Names of Moses Billing yeoman Samll Blodget Physician and Joseph Bodman yeoman all of Sunderland aforesaid to the said William in the sum of Two Hundred and eight pounds to be paid to the said William whenever afterwards they should be required &c as in the Writ — The Plt appears by Joseph Hawley Esqr his attorney and the Defts being three times publickly called make default of appearance here — Therefore it is considered by the Court that the said William do recover against the said Moses, Samuel and Joseph the sum of Eighty Eight pound 19/ 5½ of lawfull money ~~debt~~ and Cost of Court taxed at £3..1..6 & thereof Exon 17th Decr 1767

Hyslop &c
v
Cooley
24

William Hyslop of Brookline Esqr and Jona Mason of Boston Brazier both in the County of Suffolk Plts vs Azariah Cooley of Brim=field in the County of Hampshire Gentleman Deft in a plea what=in the said Willm and Jona demand against the said Azariah the Messuage and the several Peices of Land herein after mentioned and described with the Appurtenances that is to say one Messuage and about Fifty Acres of Land adjoining thereto and situate and being in Brimfield aforesaid The said Messuage and adjoining Land are described & included ~~in~~ within the Lines & Boundaries following to wit The first line begins on the Southerly side of a Highway that runs westerly from the Meeting in said Brimfield at a station whereon the twenty fifth day of March Dom 66

Hopkins Esqr vs Cooley

stood a stake marked on the Northerly side thereof H.W and on the Easterly side E:F and runs from thence South twenty nine degrees Thirty Minutes West one Hundred and sixty lods to a stake whereon the Twenty fifth day of March aforesaid stood a Stake marked E.F & with stones about it thence the next line runs East six Degs South Forty ~~Lines from thence South twenty nine degrees thirty & fifteen Min West~~ seven lods Twenty one Links thence the next line runs East 29 Degrees South Forty seven lods whereon the said Twenty fifth day of March stood a stake and Stones from thence to the first Station the Eastern Boundary is the Westerly Line of a Home Lot in Brimfield aforesaid which on the Twenty fifth day of March aforesaid was owned by one Foote Also one other Tract of Land in Brimfield aforesaid containing Twenty Acres being the Easterly part of the first Division Lott laid out upon Seth Dwights Right the first of the lines about the said Tract begins at the North Easterly Corner of the said Lott and runs South Thirty degrees West eighty six rods to a heap of stones thence the next line runs West Forty Degrees North thirty nine rods thence the next line runs North, thirty degrees East about eighty two rods to the south Line of a Tract of Land which on the said Twenty fifth day of March was owned by Eleazer Foote thence the East line runs a straight Course to the first Station Also one other Tract of Land in Brimfield aforesaid in Quantity about Fifty Acres and is the North Part of the first division Lott Originally laid to Nathan Collins Right the first of the Lines surrounding the said Tract begins at the North Easterly Corner of the said Lot and runs West Twelve Degs North one Hundred and forty rods Thence the next line runs South Twelve degrees West Fifty seven rods and four Links thence the next Line runs East Twelve Degrees South one Hundred and Forty rods ~ thence the next Line runs North Twelve degrees East Fifty seven rods & four links to the first Station Also one other Tract of Land in Brimfield aforesaid being in Quantity about seventy five Acres and ~ Bounded North on Land that on the said Twenty fifth day of March was owned by Thomas Ellingwood Southerly partly on Land Originally Laid out to Nathan Collins and partly on Land which on the said Twenty fifth day of March lay in Common and Easterly & Westerly on Land which on the said Twenty fifth day of March lay in common ~ all which Land & Tenements the said William and Jonathan ~~Farnham~~ and claim ~~Claim~~ as their right of inheritance of all which demanded ~ Premises the said Azariah unjustly and without judgment has dis ~ seized the said William and Jonathan within Thirty years now last past and whereupon the said William and Jonathan say that within Thirty years now last past they were seized of the said demanded Premises with the appurtenances in their Demesne as of Fee & right in time of Peace in the time of our Reign by taking the Profits thereof to the Value of Twenty five pound by the Year and of all which demanded premises the said Azariah hath since unjustly & without Judgment Disseized the said William and Jonathan and them of

Defendth yr and there of the said William & Jonathan (129)
bring this Suit The aforesaid Dispeizin and Defoicement is Hyslop Esq
to the damage of the said William and Jonathan one Hundred Cooley
Pounds & The Plts appear by Joseph Hawley Esq their Attorney
and the said Azariah being three Times publickly called makes
default of appearance here Therefore it is considered by the
Court that the said William and Jonathan do recover against
the said Azariah the Sum of £200 m2m5d of lawfull money
Damages and Cost of Court taxed at £2 m7m10 to be paid within
two months or Execon may go for yt Land yt demanded
Execon of Habs fac issd 25th Mar 1766

Nathaniel Phelps of Northampton in the County of Hampshire Phelps
yeoman Plt vs Ebenezer Trusdell late of Chesterfield in said County Trusdell
yeoman Deft in a plea of Trespass on the Case for that the said 25
Ebenezer at Springfield on the second day of October Domi 1764 by his
promisory Note of that date for Value rec promised the said Nathaniel
to pay him two pound 3/ lawfull money within one year from the
date of said Note with Interest from the first of May then next until
paid &c as in the Writ & The Plt appears by Joseph Hawley Esq his
Attorney and the said Ebenezer being three times publickly called
makes default of appearance here & Therefore it is considered by y
Court that the said Nathaniel do recover against the s Ebenezer
Two pound 0/0 p. of lawfull money Damages and Cost of Court taxed
at one pound 15/6 & thereof he may have his Execon & Execon issd 13th Nov 1767

Noah Allin of Greenfield in the County of Hampshire yeoman Allin
Plt vs Daniel Whipple of Montague in said County yeoman Deft Whipple
in a plea of the Case for that whereas the said Daniel on the last 26
day of July last at Springfield Owing the said Noah Twenty two pound
four Shillings and eight pence lawfull money for the several Articles
in the Account hereunto (to said Writ) annexed then & there in Consideration thereof
promised the said Noah to pay to him the said Sum which he owed
as aforesaid when he should afterwards be thereto required Yet the
said Daniel tho often required has not paid the said sum to the
said Noah But he wholly denies to do it - To the damage of the said Noah
Twenty six pounds The beforenamed Parties come into Court & refer
this Case to the final Determination and Award of Joseph Root of
Montague aforesaid Gentleman and David Field and Salah Barnard
both of Deerfield Gentlemen or any two of them Arbitrators mutually
Elected by the said Parties to be made upon the Premises and returned
into Court as soon as may and the Case with the proceedings of the Parties
therein is continued until y Next Term of y Court

John Hancock of Boston Esq and William Hyslop of Brookline Hancock
Esq both in the County of Suffolk Plts vs Eleazer Day of Springfield in Day
the County of Hampshire yeoman Deft in a plea of the Case for that 27
Whereas the said Eleazer on the Eleventh day August 1766 at Springfield
by his Note for Value received promised the said John and William to pay
five pound 10/ lawfull money on demand &c as in the Writ - The

Hancock Atty vs Day

The Plt appear by Joseph Hawley Esq their Attorney and the said Eleazer being three Times publickly called makes default of appearance in Court. Therefore it is considered by the Court that the said John and William do recover against the said Eleazer the Sum of Six pound 7/3½ of lawfull money Damages and Cost of Court taxed at Two pound 15/2 and thereof they may have their Execon — Execon is 7th Dec 1764

Phelps vs Birge 20

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Plt vs John Birge of Deerfield in the County aforesaid Hatter Deft in a plea of the Case for that the said John at Springfield on the Twenty eighth day of August 1764 by his Note of that Date for Value received promised the said Nathaniel to pay him four pound 10/ lawfull money within eight months from the date of said Note and with interest till paid &c as in the Writ — The Plt appears by Joseph Hawley Esq his Attorney and the said John being three Times publickly called makes default of appearance here Therefore it is considered by the Court that the said Nathaniel do recover against the said John five pound 13/ 3¾ of lawfull money Damages and Cost of Court taxed at one pound 16/ three p. Execon is 13th Nov 1764

Barnard Exrs vs Snead & al 29

Samuel Barnard yeoman and Salah Barnard Esq both of Deerfield in the County of Hampshire Executors of the last Will & Testament of Ebenezer Barnard late of Deerfield aforesaid Clothier Dec'd Plts vs Ebenezer Snead Senr and David Snead yeoman both of Greenfield in the County aforesaid in a Plea that the said Ebenezer Snead and David render to the said Samuell and Salah Eighty five pound lawfull money which they unjustly detain from them for this to wit that whereas the said Ebenezer Snead and David Snead on the Tenth day of April Anno Domi 1764 at Springfield by their Bond to be produced in Court bound themselves to the said Ebenezer Barnard in the Sum of Eighty five pound to be paid to him the said Ebenezer Barnard whenever afterwards they should be thereto required &c as in the Writ — The Plts appear by Joseph Hawley Esq their Att'y and the Defts being three times publickly called make default of appearance here — Therefore it is considered by the Court that the said Plts do recover against the Defts £54 16 and Costs of Court taxed at £2 2 11 & thereof &c Execon is 12 Oct 1764

Phelps vs Pomeroy 30

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Plt vs Abner Pomeroy of Southampton in the County aforesaid Husbandman Deft in a plea of the Case for that the said Abner at Springfield on the nineteenth day of March Anno Domi 1764 by his promissory Note of that date for Value rec'd promised the said Nath'll to pay him or his order four pound 10/ lawfull money on demand &c as in the Writ — The Plt appears by Joseph Hawley Esq his Attorney and the said Abner being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Nath'll do recover against the said Abner the Sum of five pound 6/8 lawfull money damages and Cost of Court taxed at one pound 13/2 and the wit he may have his Execon — Execon is 13th Nov 1764

Amos Marsh of Warwick in the County of Hampshire yeoman
Solomon Emmons of Windsor in the County of Cumberland and province
of Newyork yeoman and May his Wife late Mary Marsh John Goodale of
Brookfield in the County of Worcester yeoman and Eunice his Wife late
Eunice marsh Henry Gilbert of said Brookfield yeoman and Patience
his Wife late Patience Marsh Adoniram Bartlet of said Brookfield yeoman
and Meriam his Wife late Meriam Marsh and Samuel Marsh
of said Brookfield yeoman which said Solomon John Henry and
Adoniram sue in right of their wives Pltfs v Ebenezer Spooner of Ware in the
County of Hampshire yeoman Deft in a plea of Ejectment wherein
they demand against the said Ebenezer Spooner one Messuage &
Two Hundred and Seventy five Acres of Land lying in said Ware bounds
as follows (Viz) at the South East corner on Land of Thomas Denmore
and thence running West to land of Thomas Marsh & bounding
south on Land of Samuel Sherman and from the south west corner
being a heap of Stones running North by Thomas Marsh Land to
the North West Corner which is the South East corner of Judah Marshs
Land there Thence North Thirty Two Degrees East to the Line of the
Town of Hardwick thence bounding on said Line and running
to the Land of Jeremiah Anderson and from thence to the first station
with the appurtenances as the right of the said Amos Mary Eunice
Patience and Meriam and Samuel & where of Joseph Dwight
late of Great Barington in the County of Berkshire Esqr un-
justly and without judgment dispeyzed the said Amos Mary
Eunice Patience Meriam and Samuel the Pltfs and into which
the said Ebenezer had no entry but by Joseph Brooks to whom
the said Joseph Dwight demised the same within Thirty years
& Whereupon they the said Amos Mary Eunice Patience Meriam and Samuel say that within thirty years last past
last past, in a peaceable time they were seized there of in their
own right as of their inheritance and right taking the Profits
there of to the value of seven pounds a year and into which
the said Ebenezer Spooner had no entry but by the said Joseph Brooks
to whom the said Joseph Dwight demised the same as afores
Who unjustly and without judgment Dispeyzed the said Amos
Mary Eunice Patience Meriam and Samuel and there of
and the said Ebenezer yet deforceth and unjustly holds the
Pltfs out there of To the damage of the said Amos Solomon
& Mary John and Eunice Henry and Patience Adoniram Meriam
and Samuel, lying as aforesaid the sum of one Hundred pounds. The said Pltfs come
here by John Worthington Esqr their Attorney and the said Ebenr
Spooner by Simeon Strong Gentn his Attorney comes into Court and
prays leave to imparl to the next Term of this Honble Court if he may
Which to warrant the demanded Premises the Heirs of Joseph Dwight
late of Great Barington in the County of Berkshire Esqr Decd whose Deed
with Warranty he has and under whom he holds the same Therefore
it is considered by the Court that the Case be continued until the Next
Term and the Parties have a further day accordingly

(132)

Williams vs Smith — 32

Elijah Williams of Deerfield in the County of Hampshire Esqr Plt vs Moses Smith late of Ashfield now resides at South Hadley in said County yeoman Deft in a plea of the Case for that the said Moses at sd Deerfield on the Twenty first day of July Dom^{i} 1764 by his Note of that date for Value rec^{d} promised the said Elijah to pay him or his order Three pounds 0/0 lawfull money on demand with Interest till paid &c as in the Writ — The Plt appears by Elijah Williams junr Gent his Attorney and the said Moses being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Elijah the Plaintiff do recover against the said Moses the Sum of three pounds 7/10½ of lawfull money damages & Cost of Court taxed at one pound 16/3 & thereof &c — Execon issd 14th Septr 1767

Idem vs Batchellor — 33

Elijah Williams of Deerfield in the County of Hampshire Esqr Plt vs Samuel Batchellor of Ashfield in sd County aforesaid yeoman Deft in a plea of Trespass on the Case for that the said Samuel at Deerfield on the Sixteenth day of Jany Dom^{i} 1767 by his promissory Note of that date for Value rec^{d} promised the said Elijah to pay him Three pounds 0/0 by the first day of April then next &c as in the Writ — The Plt appears by Elijah Williams Junr Gentleman his Attorney and the said Samuel being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Elijah the Plt do recover against the sd Samuel the Sum of Three pounds 11/0¾ of lawfull money damages and Cost of Court taxed at Two pounds 0/11 & thereof he may have his Execon Execon issd 14th Septr 1767

Warner vs Kellogg — 34

Oliver Warner of Hadley in the County of Hampshire yeoman Plt vs Joel Kellogg of Ashfield in the County aforesaid yeoman Deft in a plea of the Case for that the said Joel at Hadley on the Twenty second day of April last past by his Note of that Date for Value rec^{d} promised the said Oliver to pay him or his order Two pound 10/0 lawfull money on Demand with interest till paid &c as in the Writ — The Plt appears by John Chester Williams Gent his Attorney and the said Joel being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Oliver do recover against the sd Joel Two pounds 11/11 of lawfull money damages & Cost of Court taxed at £ 1 11 10 whereof he may have his Execon issd 16th Septr 1767

Warner vs Burt — 35

Jonathan Warner of Hadley in sd County of Hampshire Trader Plt vs Joseph Burt of Springfield in sd County yeoman Deft in a plea of the Case for that the sd Joseph at Springfield on the Twenty fourth day of August A D 1766 by his Note of that Date for Value rec^{d} promised the sd Jonathan to pay him or his order £2 19 6 lawfull money on demand and also by his other Note of that date for Value received promised the sd Jonathan to pay him one other sum of eight shillings & fourpence of like money on demand &c as in the Writ — The Plt appears by John Chester Williams Gentleman his Attorney and the said Joseph being three Times publickly called to make default of appearance here — Therefore it is considered by the Court that the said Jonathan do recover against the sd Joseph three pounds 15/2½ of lawfull money damages & Cost of Court taxed at one pound 7/0 & thereof &c — Execon is 15th October 1767

Seth Field of Northfield in the County of Hampshire Esqr Plt vs Charles Woods of Norwich within ye County aforesaid yeoman Deft in a plea of the Case for that said Charles at said Northfield on the second day of August Dom^i 1763 by his Note of that Date for Value rec^d promised said Seth to pay him Two pound 7/6 on demand &c as in ye Writ The Plt appears in his own proper person and the said Charles being three Times publickly called makes default of appearance Therefore it is considered by the Court that the said Seth do recover against the said Charles Two pound 7/6 of lawfull money damages and Cost of Court taxed at £2 1s 4d & thereof he may have Ex^on

Field Esqr v Woods 36

Obadiah Dickinson of Hadfield in the County of Hampshire Gent^m Plt vs Andrew Lentras of Colrain in ye County aforesaid yeoman Deft in a plea of the Case for that said Andrew at Hadfield on the Twenty fourth day of July Dom^i 1766 by his Note of that date for Value rec^d promised said Obadiah to pay him or his order Thirteen pound lawfull money on Demand with Interest till paid &c as in ye Writt — The Plt appears by Thomas Bridgman Gent^r his Att^r and the said Andrew being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Obadiah do recover against ye Andrew thirteen pounds 7/1½ of lawfull money damages & Cost of Court taxed at £2 1s 7d & thereof he Exon is 15th Octr 1767

Dickinson v Lentras 37

Obadiah Dickinson of Hadfield in the County of Hampshire Gent^m Plt vs Moses Smith of South Hadley in the County aforesaid yeoman Deft in a plea of the Case for that the said Moses at Hadfield on the thirteenth day of Octr Dom^i 1764 by his Note of that date for Value rec^d promised the s^d Obadiah to pay him or his order seven pound 15/ lawfull money on demand &c And also for that the said Moses at Hadfield aforesaid on ye Twenty eighth day of Octr Dom^i 1765 by his other Note of that Date for Value rec^d promised the said Obadiah to pay him or his order one other sum of one pound 5/ lawfull money on Demand &c as in the Writ — The Plt appears by Thomas Bridgman Gent^r his Att^r and the said Moses being three Times publickly called makes default of appearance here — Therefore it is considered by ye Court that ye Plt do recover against ye Deft Ten pound 5/7½ of lawfull mony damages & cost of Court taxed at £1 11s 1d & thereof he Exon is 15th Octr 1767

Idem v Smith 38

Richard Ellis of Colrain in ye County of Hampshire yeoman Plt vs John Kinsley of Charlemont in said County yeoman Deft in a plea of the Case for ye s^d John at Springfield on ye 11th day of July A.D. 1766 by his Note of that Date for Value rec^d promised ye s^d Richard to pay him Four pound 2/ lawfull mony on Demand with Interest till paid &c as in the Writ — The Plt appears by Elijah Williams Gent^r his Att^r and the said John Kinsley being three Times publickly called makes default of apearance in Court — Therefore it is considered by the Court that the said Richard do recover against the said John Kinsley the Sum of Four pound 7/6½ of lawfull mony damages and Cost of Court taxed at £1 1s 1d & thereof he Exon is 5th Octr 1767

Ellis v Kingsley 39

(134)

Mace
vs
Rogers
in debt 40

Jonas Mace of Monson in the County of Hampshire Plaintiff
Plt vs Nathaniel Rodgers of Monson aforesaid yeoman Deft in the Plea
of the Case for that the said Nathaniel Rodgers at Springfield on the
twentieth day of March Domi 1766 by his Note of that date for Value
Recd promised the said Jonas to pay him or order the sum of Eight
pound 2/10th on Demand with interest till paid Yet the said Nathaniel
Rodgers tho often requested has never paid said said sum But unjustly
Neglects to do it To the Damage of the said Jonas Sixteen pounds The Plt
appears in his own person And the said Nathaniel Rogers of Monson
in the County of Hampshire yeoman whose Estate was Attached
in the servile of the within Writ and a summons giving him for his
Appearance at Court to Answer the within Suit by Moses Bliss Gent.
his Attorney comes and defends the force and injury and pleads
that he ought not to be charged by force & Virtue of that Writ because
he says that he is named & called Nathaniel Rogers & by that Name
& Surname hath always from the time of his Nativity hitherto been
called & named without that he is named or called Nathl Rodgers as
by the aforesaid Writ of said Jonas Mace it is within supposed or by
that name and Surname was ever named called or known All which
he the said Nathaniel is ready to verify Wherefore he prays judgment
of the said Writ that the same may be abated and that he may be acquit
-ted and discharged therefrom and dismissed at large — Whereupon
the Premises being seen and fully understood by the Court of the Lord
King now here it appears to the said Court that the aforesaid Writ is bad
and therefore is abated And likewise it is considered by the said Court
that the said Nathaniel do recover against the said Jonas the Sum of
16/8 of lawfull money allowed him with his assent for his Costs in
defending The suit of the said Jonas and thereof he may have his Exon

Cutler
vs
Summer
in debt 40

Hezekiah Cutler of Killingly in the County of Windham and
Colony of Connecticutt yeoman Plt vs Thomas Summer of Shutesbury
in the County of Hampshire yeoman Deft in a plea of the Case
for that the said Thomas at Springfield on the Twenty fourth day of
August Domi 1763 by his note of hand of that date for Value Recd
promised the said Hezekiah to pay him the Sum of Twenty pounds
lawfull money by the first Day of January next after the date of
said Note Yet the said Thomas tho often requested has never paid said
Sum to the said Hezekiah But unjustly neglects to do it To the
Damage of the said Hezekiah fifteen pounds The Plt appears by
Timothy Danielson Gentleman his Attorney and the said Thomas
by John Worthington Esq his Attorney comes and defends &c and
says that he never promised the Plt in manner and Form as he has
within declared and thereof puts himself on the Country and the Plt
likewise — Thereupon the jurors at this time according to the form
and effect of the Statutes in this Case provided returned and impannelled being
Demand

= Demanded likewise come here Who to say the Truth concerng the Premises being duly sworn by Mr Nathaniel Fitch their Fore=man declare upon their Oath that they find for the Deft his Costs of Court — Therefore it is considered by the Court that the said Thomas do recover against the said Hezekiah the sum of three pounds 9/10 of lawfull money allowed him with his apent for his Cost in defending the Suit of the said Hezekiah as afore=d — The said Hezekiah by his aforesaid Attorney appeals from the judgment of this Court to the Supreiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the law direcs for the said Hezekiahs prosecuting the appeal with effect as by sd Recognizance on File it appeard

Cutler vs Sumner

Nathaniel Danielson of Brimfield in the County of Hamp=shire yeoman Plt vs Jonathan Burk of South Brimfield in the County aforesaid yeoman Deft in a plea of the Case for that the said Jonathan at said Brimfield on the third day of August currant by his Note of that date for Value Receivd promised the said Nathaniel to pay him fourteen pounds ~~Ba 13/~~ lawfull money on demand with Interest till paid &c as in the Writ — The Plt appears by Timothy Danielson Genr his Attorney and the said Jonathan being three times publickly called makes default of appearance here — Therefore it is considered by the Court that the said Nathaniel do recover against the said Jonathan fourteen pounds 14/10¾ of lawfull money Damages and Cost of Court taxed at one pound 13/10 and thereof he may have Execon Execon ~~Issd~~ Issd 24th Septr — 1767

Danielson vs Burk

42

Isaac Moor of Westfield in the County of Hampshire yeoman & Abigail Moor his Wife who was lately Abigail Sweney of Simsbury in the County of Hartford and Colony of Connecticutt Widow Administratrix of all & singular the goods and Cattels Rights Credits & Estate of Benjamin Sweney late of ye same Simsbury yeoman her late Husband Decd intestate Plt vs Daniel Foot of a place known & called by the Name of Ashuebot Equivelant in the County of Berkshire Yeoman Deft In a plea of Trespass upon the Case for that the said Daniel Foot at Springfield on the last day of May Dom 1762 being justly indebted to the said Benjamin Sweney in his Life time in the Sum of three pounds 14/10 lawfull money for sundry days Labour and Combing Wool there before that time done & performed by the said Benjamin in his Life time According to the Act hereto annexed & then and there in Consideration thereof the said Daniel assumed on himself and faithfully promised the said Benjamin when living to pay him the same on Demand. And also whereas also Springfield on the same last day of May aforesaid in ye year Dom 1762 in Consideration that ye aforesaid Benjamin Sweney in his Life at the Special Instance and Request of the said Daniel had done & performed

Sweney Admx vs Foot

43

Noorey
Foot

— Certain other twenty Days Work & Cowrking for the said Daniel he the said Daniel did then and there apurr for himself & to the said Benjamin in his Life Time Faithfully promised that he the said Daniel would also well Faithfully pay and satisfy to the said Benjamin so much money for the said last mentioned Twenty four days and an half Labour & working as the same was reasonably worth at ye Time aforesaid when he the said Daniel should be thereto required and the said Isaac and Abigail in fact say that the aforesaid last mentioned Twenty four days and an half Labour and Cowrking was worth at Springfield aforesaid other three pounds 4/8 lawfull money where of the said Benjamin in his life Time then and there gave Notice to the said Daniel Yet the said Daniel not regarding either of his said promises and apurryptions aforesaid tho often thereto requested by ye Ben^a Benjamin in his life Time he the said Daniel did not perform either of his said promises to the said Benjamin while he lived Neither hath he the said Daniel since ye Int^s decease death performed either of his said promises to the said Isaac and Abigail or to either of them, tho' ye said Daniel hath been often thereto required But he still neglects to perform either there of To the Damage of ye said Isaac & Abigail in said Capacity six pounds The before named Parties come hereby their Respective Attorneys Viz) the Pl^ff by John Phelps Gen^t and the Def^t by John Morse yeoman and agree to refer this Case to the final determination and award of John Mosely Gen^t Elisha Parks Gen^t & Samuel Noble yeoman all of Westfield aforesaid or any two of them Arbitrators mutually chosen by the Parties to be made upon the Premises and returned into this Court as soon as may be & the Case with the proceedings of ye Parties therein is continued until the next Term of this Court

Field
v
Severance
44

David Field of Deerfield in the County of Hampshire Gen^t Pl^ff vs John Severance of Bernardston in ye County aforesaid yeoman Def^t In aplea of the Case for that the said John at Deerfield aforesaid on ye Seventh day of July Anno Dom^i 1764 by his Note of that date for Value rec^d promised said David to pay him four pounds L/3 in one year from ye Date of said Note with Interest till paid And for that said John at said Deerfield on ye aforesaid seventh day of July by his other Note of that date for Value rec^d promised said David to pay him one other sum of Two pounds 19/8 on Demand with Interest As in ye Writ — The Pl^ff appears by Samuel Field Gen^t his Attorney and ye said John being three times publickly called makes default by appearance here — Therefore it is considered by ye Court that the said David do recover against the said John ye Sum of Eight pounds 19/8 lawfull money Damages and Cost of Court taxed at two pounds 0/8 & therefore &c — Execution 20th Novr 1765

Scott
v
Scott
45

David Field of Deerfield in y^e County of Hampshire Gen^t Pl^ff vs Moses Scott of Bernardston in y^e County of Hampshire yeoman Def^t In aplea of the Case for that said Moses on y^e twenty fourth day of July Anno Dom^i 1765 at Deerfield aforesaid by his Note of that date for Value received

= Promised said David to pay him or his Ord^r Nine pound 0/11½ (137)
of lawfull money on demand with interest till paid &c as in y^e Writ
The Plt appeals by Samuel Field Gent^r his Att^r and the said Moses Field
being three Times publickly called makes default of appearance vs Scott
in Court — Therefore it is considered by the Court that ye said
David do recover against the said Moses Eleven pounds 3/2 ½ lawfull
money Damages and Cost of Court taxed at one pound 19/9 & thereof &c
Execon is 20th Novr 1765

Thomas Nichols of Charlemont in ye County of Hampshire Nichols
yeoman Plt vs Samuel Montague of Sunderland in ye County aforesd vs
yeoman Deft In a plea of the Case for that said Samuel on the first Montague
Day of June Anno Dom^i 1762 at Springfield by his promisary note 46
of that date for Value received promised the said Thomas to pay him
three pounds 1/ on demand with interest &c as in the Writ
The Plt appears by Samuel Field Gentleman his Attorney and the
said Samuel Montague being three Times publickly called makes default
of appearance in Court Therefore it is considered by the Court that
the said Thomas do recover against the said Samuel £3..16..3½ of
lawfull money damages & Cost of Court taxed at £2..0..10 & thereof &c
Execon is 9th Novr 1767

David Field of Deerfield in the County of Hampshire Gent^r Plt vs Field
Joel Kellogg of Ashfield in ye County aforesaid yeoman Deft in a plea vs
of the Case for that said Joel on the sixth day of August anno Dom^i 1764 Kellogg
at Deerfield aforesaid by his Note of that date for Value rec^d promised 47
David
to pay him or order two pounds 9/6 lawfull money on Demand with
Interest till paid &c as in ye Writ The Plt appears by Samuel Field Gent^r
his Attorney and the said Joel being three Times publickly called to
come into Court makes default of appearance here — Therefore
it is considered by the Court that the said David do recover against the
said Joel two pounds 9/6½ of lawfull money damages and Cost of Court
taxed at one pound 19/1 & thereof &c — Execon is —

Joseph Mitchel of Deerfield in ye County of Hampshire yeoman Mitchel
Plt vs Joel Kellogg of Ashfield in the County aforesaid yeoman Deft in a vs
plea of the Case for that said Joel on the Twenty fifth day of February Eundem
Anno Dom^i 1767 at Deerfield aforesaid by his Note of that date for Value 48
received promised said Joseph to pay him the sum of Eight pound on
or before ye first day of May then next and if not paid by said first day
of May then to pay interest for the same until paid &c as in the Writ
The Plt appears by Samuel Field Gentleman his Attorney and the said
Joel being three times publickly called makes default of appearance here
Therefore it is considered by the Court that the said Joseph do recover against
the said Joel Eight pounds 3/2¾ of lawfull money damage and Cost of Court
taxed at one pound 19/1 & thereof &c — Execon is 22^d July 1768

|130|

Field vs Smith

David Field of Deerfield in the County of Hampshire Gentn 1st vs Moses Smith of South Hadley in y County aforesaid yeoman deft in a plea of the Case for that said Moses at on the fourth day of Decemr Anno Domi 1762 at Deerfield aforesaid by his Note of that date for Value received promis'd the said David to pay him or his order four pounds & Ten shillings on demand with interest &c And also for that said Moses on y Ninth day of July Anno Domi 1764 at said Deerfield by his other Note of that date for Value rec promised y said David to pay him one other sum of one pound 7/3 on demand with interest &c And also for that said Moses on the last day of July last at Deerfield aforesaid was justly indebted to the said David in one other sum of Two pounds 0/4 on Account according to the Account hereto annexed and the said Moses in Consideration thereof promised the said David to pay him y same on demand &c as in the Writ — The Pltf appears by Samuel Field Gentn his Attorney and y said Moses being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that the said David do recover against the said Moses nine pounds & two farthings of lawfull money Damages and Cost of Court taxed at one pound 14/8 & three pence &c — Exon is 20th Nov 1767

Ely & Al vs Snow 50

John Ely yeoman and Justin Ely Gentleman both of Springfield in y County of Hampshire Pltfs in Jabez Snow of Springfield aforesaid yeoman deft in plea &c For that said Jabez at said Springfield on the Twenty sixth day of Octo Anno Domi 1763 by his promisory Note in writing under his hand of that date for Value there Received promised the said John and Justin to pay them nineteen pounds 3/ within two years from the date of said Note with lawfull interest / for the same until paid also for that said Jabez at said Springfield on the twenty sixth day of May Anno Domi 1766 by one other Note of that date for Value received promis'd the said John and Justin to pay them Twelve pounds in a year from the date of said Note with interest from the date thereof y Said the said Jabez tho often thereto requested hath never fulfilled either of his said Promises to y Pltfs or either of them But unjustly neglects it and y said Jabez hath absconded and withdrawn himself out of this Province into parts to the Complainants unknow and so secreets himself and his Goods and Estate that neither of them can be come at to be attached to the damage of the said John and Justin the sum of Thirty five pounds & And the said Justin Attorney for himself and the said John comes into Court and Ebenezer Jones of said Springfield yeoman Agent and Trustee of the said Jabez aforenamed who was summoned to appear in Court and now the said Ebenezer Jones upon oath brings into Court a schedule of y Articles and Effects of y said Jabez y being examined on Oath declares that he has in his hands only Twenty of y Effects of the said Jabez — Therefore According to the form & effect of y Statutes in this Case provided it is ordered that the case be continued until y Next Term

(136)

Miller vs Chapin 51

Thomas Miller Senior of Springfield in the County of Hampshire yeoman Plt vs Stephen Chapin of South Hadley in said County yeoman Deft In aplea of the Case for that said Stephen at Springfield on the nineteenth day of May Dom^{i} 1750 by his promisory note of that date for Value rec^{d} promised said Thomas to pay him four pounds lb/ at or before the first day of Octr then next with interest till paid &c as in Writ The Plt appears by Justin Ely his Attorney and and the said Stephen being three Times publickly called makes default of appearance here Therefore it is considered by the Court that the said ~~Maxwell~~ Thomas do recover against the said Stephen the Sum of ~~five~~ four pound 15/ 10^{3}/$_{4}$ of lawfull money damages and Cost of Court taxed at £ 1 : 12 : 7 & thereof he may have Exc^{on} is 20th Novr 1767

Ashley vs Alvord 52

Moses Ashley of aplace called Number three in the County of Hampshire yeoman Plt vs Nathan Alvord of South Hadley in s^{d} County yeoman Deft in aplea of the Case for that said Nathan at Springfield on the first day of July Dom^{i} 1765 by his promisory Note in writing under his hand of that date for Value rec^{d} promised the Plt to pay him four pounds o/ within one year from s^{d} Date with Interest &c as in the Writ The Plt appeard by Justin Ely Gent^{r} his Attorney and the said Nathan being three Times publickly called makes default of appearance here Therefore it is considered by the Court that the said Moses do recover against the said Nathan three pounds 12/ of lawfull money damages and Cost of Court taxed at two pound 3/ 10 & thereof &c Exc^{on} Iss^{d} 16th Novr 1767

Phillips vs Mixer 53

Simeon Phillips of Springfield in the County of Hampshire yeoman Plt vs John Mixer of said Springfield yeoman Deft In aplea of the Case for that said John at said Springfield on the first day of this instant August being justly indebted to the said Simeon the sum of forty pounds lawfull money for diverse Services Labour and Provisions per-formed laid out and expended for the use of the said John at his special Instance and Request in Consideration thereof said John then and there promised said Simeon to pay him the same Sum on demand Also for that whereas afterwards Viz^{t} the day and year aforesaid at s^{d} Springfield in Consideration that the said Simeon before that time at the Special instance and request of the said John had found and provided for the said John sufficient Victuals and Cloathing for the said John for a long time then past Viz^{t} for the space of eight Years then last past and had taken Care of the said John being aged and impotent for the abovesaid length of time, and had done and performed during said time diverse services and Labour for the said John and to the said John in Consideration thereof then and there undertook & faithfully promised the said Simeon that he the said John would well and truly pay the said Simeon all that he reasonably deserved to have of s^{d} said John for said support and Labour so found and performed for s^{d} said John as above whenever afterwards he should be thereto required and the said Simeon in fact says that he reasonably deserved to have of s^{d}

[40]

Phillips
v
Mixer

—John therefor another sum of Forty pounds lawfull money of which Dft. John instantly had notice from the said Simeon Also for that whereas the said John after-wards (that is to say the same day and year at said Springfield was indebted to the said Simeon in ye further sum of Forty pounds for ye like sum of money laid out and expended by the said Simeon before that time at the special instance and request of the said John for and to the use of the said John and being so indebted the said John then & there in Consideration thereof undertook and promised the said Simeon yt he would pay him the sum of Forty pounds whenever after he should be thereto required Nevertheless the said John not regarding his said several Promises and undertakings made in manner as above But contriving and fraudulently intending craftily and suttilly to deceive and defraud the said Simeon in this particular hath not paid ye said several sums aforesaid nor any part thereof to the said Simeon nor in any manner however made him Satisfaction for the same although the said John hath been thereto required by the said Simeon Viz on the same first day of August and at divers Times afterwards But he the said John hitherto hath & still doth neglect and refuse to do it — To the damage of the said Simeon Forty Pounds — The Above named Parties come into Court by their respective Attornies and refer the Case and all demands subsisting between the said Parties at law or in Equity to ye final Determination and Award of Benjamin Day Gent Deacon Nathaniel Brewer and Deacon John Leonard all of the said Springfield or any two of them (Arbitrators mutually chosen by the said Parties) to be made upon the Premises and returned into Court so soon as may be and the Case is continued with the proceedings of the Parties therein until the next Term of this Court

Southwell
v
Spring
54 —

Ebenezer Southwell of Suffield in the County of Hampshire yeoman Pltf vs Nathaniel Spring late of Simsbury in the County of Hartford and Colony of Connecticut Carpenter Deft In plea of the Case for that the said Nathaniel at Springfield on the Twenty seventh day of October Domi 1763 by his Note of that date for Value received promised the said Ebenezer to pay him Three pounds L money on demand with interest till paid And also for that the said Nathaniel at said Springfield on the last day of Jany Anno Domi 1767 being justly indebted to the said Ebenezer in the sum of twenty shillings & three pence lawfull money for sundry pair of Shoes and mending Shoes according to the Account hereto annexed and then and there in Consideration thereof the said Nathaniel promised the said Ebenezer to pay him ye sum last mentioned on demand &c as in the Writ — The Pltf appears by John Phelps Genter his Attorney and the said Nathaniel being three Times publickly called makes default & appears not Therefore it is considered by the Court that the said Ebenezer do recover against the said Nathaniel four pound 3/6½ of lawfull money damages and Cost of Court taxed at two pound 3/6 & three pence 4d

Execution id 29th Septr 1768

Bethesda Sackett Widow and Justus Sackett yeoman both of (Bethesda Sackett & Justus Sackett vs Samuel Dumbleton 55)
Westfield in the County of Hampshire Exrs of ye last will & testament of Elias Sackett late of s[d] Westfield dec[d]
Springfield in said County yeoman Pltfs vs Samuel Dumbleton of
the said Samuel at said Westfield on the twelfth day of April Dom[i] 1762 in Springfield in said County yeoman Defd In a plea of the Case for that
his Note of that date for Value rec[d] promised the said Elias Sackett then living to pay him
one pound 13/ lawfull money on demand with interest &c as in the Writ
The Pltfs appear by John Phelps Gent their Attorney and the said Samuel
being three Times publickly called makes default of appearance here
Therefore it is considered by the Court that the said Bethesda and
Justus, in their Capacities aforesaid do recover against the said Samuel Two pound three shillings &
six pence three farthings of lawfull money damages and Cost of Court taxed
at one pound 15/10 & thereof &c Execon is[d] 10th Sept[r] 1767

Moses Bagg of Westfield in the County of Hampshire yeoman Pltf vs (Bagg vs Webb 56)
Samuel Webb of Munsfield in said County yeoman Defd In a plea of
the Case for that said Samuel at said Westfield on the sixteenth day of
July Dom[i] 1766 by his Note of that date for Value received promised the[m]
Moses to pay to him or his order Two pound 6/8 lawfull money on demand
with Interest till paid &c as in the Writ — The Pltf appears by John
Phelps Gentleman his Attorney and the said Samuel being three times
publickly called to come into Court makes default of appearance here
Therefore it is considered by the Court that the said Moses do recover against
the said Samuel Two pound 9/7½ of lawfull money damages and Cost of
Court taxed at Two pound 9/6 & thereof &c — Execon is[d] 23[d] Sept[r] 1767

Solomon Brown of Blandford in the County of Hampshire (Brown vs Gilmore 57)
yeoman Pltf vs Robert Gilmore of Pelham in s[d] County aforesaid
yeoman Defd in a plea of the case for that the said Robert at West
field on the Twenty seventh day of August Dom[i] 1764 by his Note
of that date for Value rec[d] promised one John Gilmore to pay him
or order Two pound 2/2 lawfull money on demand with interest &c
And afterwards at said Westfield on the same day aforesaid no part of
said Note having been paid to the said John he the said John he the said
John endorsed the same over to the said Solomon the Pltf or his order
for Value rec[d] Whereof the said Robert instantly had notice, and became
became Chargeable to pay the Contents to the said Solomon and
demand and in Consideration thereof the said Robert then and
there promised the said Solomon to pay him the same on demand &c
as in the Writ — The Pltf appears by John Phelps Gentleman his Attor
and said Robert being three Times publickly called makes default
of appearance here — Therefore it is considered by the Court that
the said Solomon do recover against the said Robert Two pound 9/10½ lawfull
money damages and Cost of Court taxed at Two pound 9/10½ thereof &c
Execon is[d] 23[d] Sept[r] 1767

Patrick Thompson late of Windsor and Andrew Thompson late of Hart- (Thompson & al vs Moore 58)
-ford both in the County of Hartford and Colony of Connecticutt Traders
Pltfs vs William Moor of Westfield in the County of Hampshire yeoman

(172)

Thompson
vs
Moor

= Deft In a plea of the Case for that the said William Moor at a place Called Windsor in Springfield on the seventh day of September last past (by his Note of Hand of that date for Value there received promised the said Patrick and Andrew to pay to them within six months after date of said Note the Sum of thirty six pounds & four shillings lawfull money — Yet the said William Moor tho often Requested hath not performed his said promise But he wholly denies to do it — To the damag of the said Patrick and Andrew forty pounds — The Plts appeal by John Phelps Gentleman their Attorney and the said William by Moses Bliss Gentleman his Attorney comes and defends the Force and Injury when &c and leaveing to himself Liberty of giving any special Matter in Evidence under the General Issue pleads & says he never promised the Plts in manner and Form as they in their declaration against him have alledged and thereof puts himself on the Country and the said Patrick and Andrew by their aforesaid Attorney consenting to the abovesaid Reservation and reserving to themselves Liberty to waive this demurrer and join the Issue Tendred on the Tryal of the appeal say that the plea above pleaded and the matters therein contained are insuf=ficient and that they have no need neither are they holden by the law of the Land to answer thereto and this they are ready to verify and thereof pray judgment and judgment for their damages and Costs And the said William by his aforesd Attorney says his plea is sufficient Thereupon the premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court of the said Lord the King that the plea aforesaid of the said William and the matters therein contained are sufficient in law to preclude the said Patrick and Andrew from having their aforesaid Action maintained against the said William Therefore it is considered by the Court that the said Patrick and Andrew by their plea aforesaid have Nothing But that for their Groundless demand they be in mercy &c

It is also considered that the said William Moor do recover against the said Patrick and Andrew ~~the said~~ the sum of one pound one ~~pound~~ shilling of lawfull money allowed him with his a pent for his Costs in defending the suit of the said Patrick and Andrew and thereof he may have his Execution

The said Patrick and Andrew by their aforesaid Attorney appeal from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and Recognizes with Sureties as the law directs for the said Patricks and Andrew prosecuting ye appeal with effect as by sd Recognizance on File it appears

Deane
vs
Ensign Clark
#9

Silas Deane of Wethersfield in the County of Hartford and Colony of Connecticutt Gentn Plt vs Datus Ensign Clothier and Aaron Dewey yeoman both of Westfield in the County of Hampshire Defts In a plea of the Case for that

= Davis & Aaron by their Note of Hand on the Eighth day of August Dom. 1766 at Springfield jointly and Severally for Value rec promised said Silas to pay him or Order ten pound 10/ lawfull money on Demand with Interest &c as in y Writ — The Pltf appears by John Phelps Genl his Attorney and the said Davis and Aaron being three times publickly called make default of appearance in Court —

Deane v Ensign

Therefore it is considered by the Court that the said Silas do recover against the said Davis and Aaron the sum of Nine pound 9/4½ of lawfull money Damages & Cost of Court taxed at Two pound 3/4 & three pence &c

Execution 28th Sept. 1767

Solomon King of Buckt in the County of Berkshire yeoman Pltf vs Bezaleel Smith of Springfield in y County of Hampshire yeoman Deft In aplea of the Case for that the said Bezaleel at Westfield in the County of Hampshire on the fifteenth day of August Dom. 1763 by his Note of that date for Value rec promised the said Solomon to pay to him the sum of One pound 16/ lawfull money on demand with Interest till paid Yet the said Bezaleel tho often Requested hath not performed his said Promise But he wholly denies to do it — To the Damage of the said Solomon Three pounds — The Pltf appears by John Phelps Genl his Attorney and the said Bezaleel being Three Times publickly called makes default of appearance in Court — Therefore it is Considered by the Court that the said Solomon do recover against the said Bezaleel Two pound 4/ 9 of lawfull money damages & Cost of Court taxed at two pound 2/3 & thereof &c

King v Smith

Afterwards the said Bezaleel by Justin Ely Gentleman his Attorney comes into Court and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the law directs for the Bezaleels prosecuting the appeal with effect as by said recognizance on File it appears

Oliver Trumble of Westfield in the County of Hampshire yeoman Pltf vs Elijah Rogers of Springfield in y County aforesaid yeoman Deft In aplea of the Case for that the said Elijah at said Springfield on the twentieth day of May Anno Dom. 1763 by his Note of that date for Value rec promised the said Oliver to pay him Nine pound 9/4 lawfull money at or before the first day of June then next following y Date of said Note with interest &c as in the Writ — The Pltf appears by John Phelps Gentleman his Attorney and the said Elijah being three Times publickly called to come into Court makes default of appearance Therefore it is considered by the Court that the said Oliver do recover against the said Elijah Nine pound 9/4 of lawfull money damages and Cost of Court taxed at one pound 16/6 & three &c — Execution 19th Octr 1767

Trumble v Rogers

(44)

Mosely v Gillmore 62

John Mosely of Westfield in the County of Hampshire Gent Plt vs David Gillmore of Murrayfield in said County yeoman Deft. In a plea of the Case for that the said David at said Westfield on the twenty fifth day of March Dom^{i} 1763 By his Note of that date for Value received promised the said John to pay him or Order Two pound 11/7 upon demand with Interest till paid &c as in the Writ — The Plt appears by John Phelps Gentleman his attorney and the said David being three times publickly called makes default of appearance here — Therefore it is considered by the Court that the said John do recover against the said David three pounds 9/2½ of lawfull money damages and Cost of Court taxed at one pound 10/4 and therefore may have his Execn — Exd is 21st September 1767

Fowler v Sumner 63

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt vs Hezekiah Sumner of Sandisfield in the County of Berkshire yeoman Deft in a plea that the said Hezekiah render to the said Bildad three Hundred Seventy seven pounds 15/1¾ which to him he owes and from him unjustly detains and wherein he says that at said Springfield on the twenty sixthy day of January Dom^{i} 1762 in the record year of the reign of the King that now is the said Hezekiah by his Bond under his hand and Seal of that Date in Court to be produced bound and Obliged himself by the Name of Hezekiah Sumner of a place called Number three in the County of Berkshire and Province of the Massachusetts Bay in New England Gentn to the said Bildad in the sum of three Hundred Seventy seven pounds 15/1¾ lawfull money to be paid him on Demand yet the said Hezekiah tho often requested never paid the same But he wholly neglects it To the damage of the said Bildad four Hundred pounds — The said Parties coming into their respective Courts here, came hereupon by their Attorneys that this cause may be continued until the next Term And Mark Hopkins, Esquire Attorney for the Deft agrees that the judgment of this Court shall be final whenever rendered — It is therefore considered by the Court that that the cause be continued until the next Term and the said Parties then, accordingly

Fowler v Curtiss 64

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt vs Hezekiah Sumner of Sandisfield in the County of Berkshire yeoman Deft In a plea of the case for that the said Hezekiah at said Westfield on the eighth day of July Dom^{i} 1766 by his Note of that date for Value rec^{d} promised the said Bildad to pay him the sum of Seventeen pound 1/3 on demand with interest &c as in the Writ — The Plt appears by John Phelps Gentn his Att^{y} and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the s^{d} Bildad do recover against the s^{d} Hezekiah Eighteen pounds 4/10½ of lawfull money damages & Cost of Court Taxed at Two pound 1/4 thereof &c — Execn is 21st Septr 1767

Goss v Parsons 65

Thomas Goss of Berkhamstead in the County of Litchfield & colony of Connecticutt yeoman Plt vs Jonathan Parsons of Granville in the County of Hampshire yeoman Deft in a plea of the Case

Jonathan at Springfield on the twenty first day of March Gos
Dom 1765 Exp his Note of that date for Value Recd Jay Wenans vs
Jonathan Parsons of Springfield promised the Plt to pay him Parsons
the full and just sum of fifteen pounds of lawfull money on the
first day of May Dom 1767 with lawfull interest from the first
day of May then next following the date of said Note to be paid to
be paid in manner following Viz one half of said sum in Neat
Cattle and the other half in Grain at the appraizement of Indefferent
men and deliver the same Cattle and Grain at Granville aforesaid
And the Plt says he has always hitherto been ready at s[d] Granville
to receive said Grain and Cattle yet the said Jonathan tho often
thereto requested hath not performed his said promise. To the damage
of the said Thomas Sixteen pounds — The said Parties appear and
humbly pray that the Case may be continued until the next
Term and it is considered by the Court that the Case ~~that said~~
~~Case~~ be continued until next Term and the said Parties have a
further day in this Court here until the Second Tuesday of November
next ensuing

Azariah Mosley of Westfield in the County of Hampshire Mosley
yeoman Plt vs William Bement of Great Barrington in s[d] County Bement
of Berkshire Blacksmith Deft In a plea of the Case for that the said
William at said Westfield on the twenty fifth day of February
Dom 1767 by his Note of that date for Value then received promised
the said Azariah to pay him four pounds 2/10 lawfull money within
four months from the date of said Note with lawfull interest &c as in s[d] Writ
The Plt appears by John Phelps Gent his Attorney and s[d] said
William being three Times publickly called makes default of appearance
here — Therefore it is considered by the Court that s[d] Azariah do
recover against the said William four pounds 5/3 ½ of lawfull mony
Damages & Cost of Court taxed at Two pound 2/8 2 thereof &c
Execon issued 21st Sept[r] 1767

John Gray of Westfield in the County of Hampshire Blacksmith Gray
Plt vs Nathaniel Kingsley of Berkshire in the County of Berkshire Kingsley
Gent[n] Deft In a plea of the Case for that the said Nathaniel at said
Westfield on the Twenty fifth day of June Dom 1767 by his Note
of that date for Value received promised the said John to pay him
or order four pounds 11/3 lawfull money on demand with lawfull
interest till paid &c as in the Writ — The Plt appears by John
Phelps Gentleman his Attorney and the said Nathaniel being
three times publickly called to come into Court makes default of
appearance here — Therefore it is considered by the Court that
the said John do recover against the said Nath[l] four pounds 3/2 ½ of
lawfull money damages & cost of Court taxed at Two pound 1/11 and thence &c
Execon issued 21st September 1767

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt vs Fowler
Sylvanus Ferry of said Westfield yeoman Deft In a plea of the Case for that Ferry
the said Silvanus at said Westfield on the tenth day of August — In

(146)

Fowler vs Perey

= Anno Dom^{i} 1765 by his Note of that date for Value Received promi:
=sed the said Bildad to pay him Seven pound M/o lawfull money
on demand with Interest till paid &c as in the Writ — The Plt
appears by John Phelps Gent his Attorney and the said Silvanus
being three times publickly called makes default of appearance
in Court — Therefore it is considered by the Court that the said
Bildad do recover against the said Silvanus the sum of
Eight pound M/o lawfull money damages and Cost of Court
taxed at one pound 15/0 & three d &c — Excon ffs 21st Septr 1765

Dewey vs Leonard Ejt

Noah Dewey of Westfield in the County of Hampshire yeoman
Plt vs Ebenezer Leonard of Springfield in s^{d} County aforesaid yeoman
Deft In a plea of Ejectment of fifteen Acres of Wood Land being w^{ch}
said Noah^{s} Plt Close lying and being in Springfield aforesaid at a
place called Feeding Hills in Feeding Hill Field & is bounded Southerly
partly on Jonathan Loomis his Land and partly on Willm^{m} McIntier
Land Westerly on Land of Noah Dewey Northerly on ~~Land~~ Ebenezer
Leonards Land and Easterly on said Leonards Land being seized
of the above described Land as of a good and Absolute Estate of Inheritanc
in Fee simple he sold and conveyed the above derribed Land to the s^{d}
Noah the Plt to have and to hold to him and his Heirs in Fee sim:
=ple forever By Virtue whereof on the tenth day of December last past
the Plt entered into said Land and was thereof possessed until the last day
of said December when and where Viz^{t} on the last day of said Dec^{r}
aforesaid the said Ebenezer with Force and Arms entred said Messuage
and Land Ejected and Removed ye Plt out of his possession of Same
and still unjustly hold him out and other Wrongs then & there
did to the Plt contrary to the Kings Peace and to the damage of y^{e} said
Noah Seven pounds — The Plt appears by John Phelps Gentleman
his Attorney and the said Ebenezer being three Times publickly
called to come into Court makes default of appearance here —
Therefore it is considered by the Court that the said Noah do re-
=cover against the said Ebenezer seisin & possession of the Premises and
his Cost & there of he may have y^{e} Excon of habere facias

Lowry vs Leonard Ejt

Moses Dewey of Westfield in y^{e} County of Hampshire Gentleman
Plt vs Joseph Leonard junr of Springfield in said County Gentleman
Deft in a plea of Ware for that the said Joseph at said Westfield on
the last day of May Dom^{i} 1759 was indebted to the said Moses in
the sum of twelve pound for the like sum for the like sum before
that time by the said Moses lent to the said Joseph at his equal
instance and request and being so indebted the said Joseph after:
-ward Viz^{t} the same last day of May at Westfield aforesaid in Consi:
-deration thereof undertook and faithfully promised the said Moses truly
and faithfully to content and pay him said Sum last mentioned on
demand And also for that the said Joseph at Westfield aforesaid on that day of

= May last past being justly indebted to the said Moses in the further sum of twelve pounds lawfull money for Divers Articles of Dewey vt Leonard
Dealt there before that Time had and Rec^d by the said Joseph of the said Moses at his the said Josephs Special instance and request and being so indebted he the said Joseph there at said Westfield in Consideration thereof ~~said Joseph~~ faithfully promised s^d said Moses to pay to him said Sum last mentioned on Demand Yet the said Joseph tho often Requested hath not performed either of his said promises But he denies to perform either thereof to the damage of the said Moses Twenty pounds — The above named Parties by their Respective Attornies come here and refer the Case and all other demands subsisting between the said Parties to the final determination and Award of Benjamin Day Gentleman John Mosely Gent and Benjamin Leonard Gent or any two of them (Arbitrators mutually chosen by the said Parties) to be made upon the premises and returned into this Court as soon as may be and this Case and the proceedings of the parties therein is continued until the next Term

Elisha Parks of Westfield in the County of Hampshire Gent Plt vs Lebbeus Ball of Granville in said County yeoman Dest — In a plea of the Case for that the said Lebbeus at said Granville on the tenth day of August Dom^i 1765 By his Note of that Date for value received promised the said Elisha to pay to him or order the sum of fourteen pounds 3/ lawfull money on demand with lawfull interest till paid Yet the said Lebbeus altho often requested hath not performed his said promise But he wholly denies to do it to the damage of the said Elisha Nine pounds The Plt appears by John Phelps Gent his Attorney and the the said Lebbeus being three times publickly called to come into Court makes default of appearance here And after the Dest was called The Plt moved that the Case may be continued until the next Term that he might have Opportunity to get the Leave and consent of the Dest to alter the sum of the damages demanded or laid in his Writ and it is granted him and the Case is continued accordingly

Parks vt Ball

Justus Sackett of Westfield in the County of Hampshire yeoman Plt vs Timothy Lee of Granville in said County yeoman Dest In a plea of the Case for that the said Timothy at said Westfield on ye twenty fifth day of January Dom^i 1765 by his Note of that date for Value received promised the said Justus to pay him the sum of Nine pounds with interest (meaning the sum of Nine pound lawfull money with Eighteen months from the Date of said Note with interest till paid Yet the said Timothy tho often thereto requested hath not performed his said promise But he wholly denies it To the damage of the said Justus twelve pounds The Plt by John Phelps Gent his Attorney appears and the said Timothy by John Worthington Esq and Joseph Hawley Esq his Attornies comes and defends &c and for Plea says that he never promised in

Sackett vt Lee

140
Sawtell vs Lock

= Manner and Form as the Plt in his Declaration has alledged and thereof puts himself on the Country And the said Justus likewise
Thereupon the Jurors at this time according to the form and effect of the Statutes in this Case provided Returned and impanelled being demanded likewise come here Who to say the Truth concerning the Premises being duly sworn by Mr Nathaniel Fell their foreman declare upon their Oath That they find for the Deft Cost of Court
This Court considered by the Court that the said Timothy do recover against the sd Justus his costs and expenses in
the said Justus by his Attorney aforesaid appeals from the judg-
and thereof he
= ment of this Court to the Supreiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the Law directs for the said Justus' prosecuting of appeal with effect as by sd recognizance on file it appears

Root vs Clark
73

Jacob Root of Blandford in the County of Hampshire yeoman Plt vs Joseph Clark of Granville in said County yeoman Deft In a plea of the Case for that the said Joseph at Springfield on the twenty sixth day of April Dom 1766 by his Note of that date for Value received promised the Plt to pay him thirty five pounds of lawfull money at or before the first day of May Dom 1767 & Interest till paid &c as in the Writ — The Plt appears by John Phelps Gentleman his Attorney and the said Joseph being three times publickly called to come into Court & make default of appearance here — Therefore it is considered by the Court that the said Jacob do recover against the said Joseph forty two pounds 13/3 of lawfull money damages and Cost of Court taxed at two pounds one shilling and five pence & there of &c — Execon is 21st Sept 1767

Fowler vs Ashley
74

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt vs Aaron Ashley of said Westfield yeoman Deft In a plea of the Case for that the said Aaron at said Westfield on the fifth day of March Dom 1764 by his Note of that date for Value received promised the said Bildad to pay him Nine pounds 13/6 lawfull money on demand with interest &c as in the Writ — The Plt appears by John Phelps Gentleman his Attorney and the said Aaron being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Bildad do recover against the said Aaron the sum of five pounds 19/1½ of lawfull money damages and Cost of Court taxed at one pound 15/10 there of &c — Execon is 21st Sept 1767

Fowler vs Mixer
75

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt vs Isaac Mixer of Murrayfield in said County yeoman Deft in a plea of the Case for that the said Isaac at said Westfield on the seventh day of August Current by his Note of that Date for Value

— Value Received promised the said Bildad to pay him
Thirty three pound 6/ on demand with interest till paid &c
as in the Writ — The plt appears by John Phelps Gentleman
his Attorney and the said Isaac being three times publickly
called makes default of appearance in Court — Therefore
it is considered by the Court that the said Bildad do recov-
=er against the said Isaac Thirty three pounds 7/3½ of lawf-
=full money damages and Cost of Court taxed at one pound
10/ and thereof &c — Excon is 21st Sept 1767

Fowler
vs
Miner

Jedediah Dewey Minister of Gods Word, in Dutchess
County in the Province of New York and Martin Dewey of the
same Province yeoman Plts vs Asa Noble of Westfield in the Coun-
=ty of Hampshind Gent Deft in a plea of the Case for that the
said Asa at said Westfield on the twelfth day of August Dom 1766
by his Note of that date for Value then recd promised the Plts to
pay them for the use and Benefit of the Estate of Martin Dewey
Ded the sum of thirty eight shillings and sixpence two
farthings lawfull money on demand with Interest &c And also
for that the said Asa at said Westfield on the same twelfth day of
August aforesaid By one other Note of that date for Value there
recd promised the Plts to pay them for the use and Benefit of Marty
Dewey Ded the sum of thirty eight shillings lawfull money on
demand with Interest &c as in the Writ — The Plts appear by
John Phelps Gentleman their Attorney and the said Asa being
three Times publickly called to come into Court makes default
of appearance here — Therefore it is considered by the Court that
the said Jedediah and Martin do recover against the said Asa the sum
of four pound 1/3 of lawfull money Damages and Cost of Court taxed
at two pound 2/ & thereof &c — Excon 15th Sept 1767 by Jay

Dewey &c
vs
Noble
76

Josiah Moody of Amherst in the County of Hampshire
yeoman Plt vs Alexander Smith of said Amherst yeoman Deft
In a plea of the Case whereon said Josiah says that at said Amherst
on the Nineteenth day of April Dom 1766 Discourse was had between
said Josiah and said Alexander of and concerning the said Alexander
buying of the said Josiah and of said Josiahs selling and delivering
to said Alexander the said Josiahs pair of Oxen of the price of nine
pounds and of the said Josiahs receiving in part satisfaction of y
said Price of said Oxen the said Alexander his Note of hand for the sum
of five pound 4/ and of his receiving for the remaining part thereof
an order
drawn by one Elijah Alvord on one Samuel Boughton dated August
20th 1765 requesting said Samuel to deliver to said Alexander a Barrel
of good Rum which Order the said Samuel had accepted so far as by his
Endorsement thereon dated the twenty first day of Nov 1765 he promised
Rum

Moody
vs
Smith
77

(150)

Moody
vs
Smith

= Payment and Delivery of the Value of Three pounds 16/
in Corn by the first day of June next following the date of sd
Indorsement to the said Alexander that is to say if the said Lemuel
would pay to said Josiah the Sum Specified in said Order on his
demand by Vertue of said order and Indorsement at the money
price And it was then and there agreed between said Josiah and
said Alexander that said Josiah should sell and deliver his said
pair of Oxen to said Alexander at the price of Nine pounds law-
=full money of our Province of the Massachusetts Bay in New
England and that for the payment of five pounds 4/ thereof
the said Alexander should then and there make his Note of hand
and deliver the same to the said Josiah promising the said
Josiah therein the payment of the last said Sum on or before
the first day of May Dom^{i} 1767 and that for the remaining
part of the said price of said Oxen to wit for the sum of three
pounds 16/ the said Alexander should deliver to said Josiah the aforesd
order with sd Indorsement thereon and that said Josiah should
take and receive the same into his Custody wth this Condition
that is to say that the said Josiah should within a Convenient &
Reasonable Time after the receiving thereof request of sd said
Lemuel Houghton the Value of the sum specified in sd indorsemt
to wit the said Sum of three pounds 16/ to be delivered to sd Josiah
in Corn at the ready money price and in Case sd Lemuel
Houghton should accordingly pay and deliver said Corn to said
Josiah on said request at said Price then said Josiah should accept &
receive the same in Satisfaction of the said Sum of three pounds
16/ But in Case the said Lemuel should refuse to pay and deliver
said Corn to said Josiah at said Price then that he the said Alexander
should pay and Content to said Josiah the said sum of three
pounds 16/ whenever afterwards he should be thereto required And
the said Josiah further says that according to the forementioned
Agreement he the said Josiah did then and there in Deed sell &
deliver said Oxen to said Alexander for the price aforesaid and
that the said Alexander did then and there receive said Oxen
accordingly and did also then and there make and deliver his Note of
Hand to said Josiah for the payment of the said sum of five
pounds 4/ according to said Agreement And did also then & there
deliver said Order with the said Indorsement thereon to said Josiah &
that said Josiah did then and there receive said Order on said Condition
aforesaid and according to the Tenor of the aforesaid Agreement
And that the said Alexander then and there to wit at said Amherst
on said Nineteenth day of April aforesaid in Consideration of the
Premises did assume on himself and faithfully promised said
Josiah that in case said Lemuel Houghton on request by said Josiah made
accord-

according to the Tenor of the forerecited Agreement should
refuse to deliver said Value in Lum at ready money thice thatis
to say at the price at which Lum should at the time of making
said request be usually and commonly sold for the ready money at
Windsor in our County of Hartford and Colony of Connecticutt
where the said Stoughton then dwelt that then he the said Alexander
would pay and content to said Josiah the said Sum of three
pounds 16/ whenever afterwards he should be thereto required & so
Josiah in Fact says that he afterwards and within a reasonable
and Convenient time to wit on the fifteenth day of July
Anno 1766 at Windsor to wit at Springfield aforesaid shewed to
said Lemuel the said order with the Endorsement thereon and then
and there requested said Lemuel to pay and deliver to him y Value
of the said sum of three pounds 16/ Specified in said Endorsement
in Lum at the said ready money price which said Josiah aver
was then two Shillings and sixpence lawfull money as aforesaid
by the Gallon and no more / said Josiah being then and there
ready to receive the same and that said Lemuel being so requested
as aforesaid did then and there wholly refuse to pay and deliver
same to the said Josiah at the aforesaid Price of all which after-
-wards to wit at said Amherst on the twentieth day of July Anno
the said Alexander had notice and so became liable to pay the
said Sum of three pounds 16/ according to his promise & Assumption
aforesaid and being so liable said Alexander then and there to
wit on the day and year last aforesaid at Amherst aforesaid in Consideration thereof
assumed on himself and faithfully promised said Josiah to
pay him the aforesaid sum of three pounds 16/ on demand
Also for that said Alexander at said Amherst on the last day of June
last past owed the said Josiah the sum of Nine pounds lawfull
money as aforesaid for one other pair of Oxen by said Josiah to
said Alexander at said Alexanders special Instance and Request
there before that time sold and delivered in Consideration
whereof the said Alexander then and there to wit on the day
and year last aforesaid at Amherst aforesaid undertook and
promised said Josiah to pay him the last said sum on demand
Nevertheless the said Alexander his promises aforesaid not re-
garding But contriving and wittedly intending the said Josiah
in this Behalf fraudulently to deceive, and defraud hath never per-
-formed his aforesaid promises or either of them nor ever paid
said sums to said Josiah or either of them or any part thereof
But refuses to do it to the damage of the said Josiah Thirteen
pounds — The Plt appears by Simeon Strong Gentleman
his Attorney and the said Alexander by Joseph Hawley Esq his
Attorney comes here and defends &c and for plea says that he never
promised in manner and form as the Plt in his declaration has
alledged against him and thereof puts himself on y Country & y Plt likewise
Hen

(152)

Moody
vs
Smith

— Thereupon the Jurors according to the effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the truth concerning the Premises being duly sworn by Mr Nathaniel Peabody their foreman declare upon their Oath that they find for the Plt three pound 16/ damages and Cost of Court ~~taxed at~~ Therefore it is considered by the Court that the said Josiah do recover against the said Alexander the sum of three pounds 16/ of lawfull money damages and Cost of Court taxed at four pounds 15/2 & there of &c

The said Alexander by his aforesaid Attorney appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and here= cognizes with Sureties as the law directs for the said Alexanders prosecuting ye appeal with effect as by said Recognizance on File it appears

Jones Esq
vs
Rice
7d

Daniel Jones of Rindsdale in the Province of New Hampshire Esqr Plt vs Moses Rice of Rutland district in the County of Worcester yeoman Deft In aplea of the Case for that the said Moses at Spring= field on the seventeenth day of Decembr 1765 by his Note of that date for Value received promised said Daniel to pay him two pound 13/4 lawfull money in Labour on demand with use for the same till paid meaning lawfull interest for the same till paid Yet said Moses thō often thereto requested and particularly on the first day of Feby past has never paid the same in Labour thō the Plt has always been ready to receive the same at Springfield aforesaid neither hath said Moses paid the same in money or in any manner fulfilled his said promise But neglects &c to the damage of the said Daniel Nine pounds — The Plt appears in his proper person and forasmuch as it appears to this Court that the Deft at the time of the Servis of this Writ was out of the Province It is considered by the said Court that the case be continued until the next Term and the said Parties have a further day in this Court accordingly

Phelps
vs
Morgan
d2

Nathaniel Phelps of Northampton in the County of Hamp= shire yeoman Plt vs Joseph Morgan of Springfield in said County yeoman Deft, In aplea of the Case for that said Joseph at Springfield on the twenty second day of April Anno Domi 1765 by his Note of that date for Value received promised the said Nathaniel to pay him or his order Two pound 2/10 on demand with interest for the same till paid &c as in the Writ — The Plt appears by Daniel Hitchcock Esqr his Attorney and the said Joseph being three times pub= licitly called to come into Court makes default of appear= ance here — Therefore it is considered by the Court that the said Nathaniel do recover against the said Joseph Two pound 6/2¾ of lawfull money damages and Cost of Court taxed at £1 1s 10p 2¼ & thereof &c — Execn is to issue Decembr 1765

(1537)

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Plt vs Asa Noble of Westfield in said County aforesaid Gent. In a plea of the Case for that said Asa at said Northampton on the last day of July Anno Domi 1765 being justly indebted to the said Nathaniel in the sum of Three pounds 6/5½ for sundry Articles of Book Account according to the Bill annexed In Consideration thereof the said Asa then and there undertook & to the said Nathaniel faithfully promised to pay him the same on demand &c as in the Writ — The Plt appears by Daniel Hitchcock Gentleman his Attorney and the deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Nathaniel do recover against the said Asa Three pounds 6/5½ & lawfull money damages and Cost of Court taxed at one pound 18/10 & thereof Execon is 6th Dec 1765

Phelps v Noble 83

William Hyslop Esq and John Hancock Esq both late of the Boston in the County of Suffolk Trustees to the Creditors of Nathaniel Phelps of Northampton in the County of Hampshire yeoman Plts vs Jeremiah Stockwell of Chesterfield in said County of Hampshire yeoman Deft In a plea of the Case for that said Jeremiah at said Northampton on the twenty second day of August Anno Dom 1765 by his Note of that date for Value rec promised the said William and John to pay them or their order five pounds 12/2 on demand with interest &c as in the Writ — The Plts appear by Daniel Hitchcock Gentleman their Attorney and the said Jeremiah being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that said William and John do recover against the said Jeremiah the sum of Six pounds 1/3½ & lawfull money damag & Cost of Court taxed at £3 17 2 & thereof &c

The Plt by Mr Daniel Hitchcock their attorney acknowledge they have Satisfaction in full of this Judgment Dat 7th 1768 — Attst Wm Williams Clerk

Hyslop Esqr & Stockwell 84

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Plt vs Joseph Williston of Springfield in said County yeoman Deft In a plea of the Case for that said Joseph at said Springfield on the last day of Decem Anno Domi 1765 being justly indebted to the said Nathaniel in the sum of Twelve pound 10/9½ for sundry Goods Wares and Merchandizes before that time there sold and delivered to said Joseph by the said Nathaniel at his the said Josephs special Instance and request in Consideration thereof the said Joseph then and there undertook and faithfully promised to pay him the same on demand — &c as in said Writ The Plt appears by Daniel Hitchcock Gentleman his Attr and the said Joseph being three times publickly called makes default of appearance And Plt agrees to take judgment for the sum of £10 nd 2 for his dam — Therefore it is considered by the Court that said Nathaniel do recover against the said Joseph ten pound 2/2 & lawfull money damages and cost of Court taxed at £1 11/4 & thereof &c Execon issued 21st May 1768

Phelps v Williston 85

Phelps & Burt &c

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Plt v Ebenezer Burt of Springfield in said County yeoman Deft In a plea of the Case for that the said Ebenezer at Springfield aforesaid on the Nineteenth day of May Anno Domi 1762 by his Note of that date for Value received promised the said Nathaniel to pay to him the Sum of three pounds 4/ lawfull money on or before the twenty eighth day of August then next ensuing the date of said Note with interest meanwhile lawfull interest for the same till paid And also for that the said Ebenezer at sd Springfield on the last day of july last past was indebted to the said Nathaniel in the further Sum of seven pounds 3/ lawfull money on account for sundry goods Wares Merchandize to him sd said Ebenezer before that Time then sold and delivered by the said Nathaniel at his the said ~~Nathaniels~~ Ebenezers special instance & request and he the said Ebenezer being indebted as aforesaid then and there (viz) at said Springfield &c. Consideration thereof promised said Nathaniel to pay him the said sum of seven pounds 3/ lawfull money on demand Yet the said Ebenezer tho often thereto requested hath never paid either of the aforesaid sums or any part thereof But he wholly denies to do it To the damage of sd said Nathaniel sixteen pounds — — The before named Parties come into this Court and refer the Case to the final determination and award of Benjamin Day Gent Elias Lyman yeoman and Lewis Bliss Gent or any two of them Arbitrators mutually chosen by the said parties to be made upon the premises and returned into this Court as soon as may be & the case is continued until the second Tuesday of Nov next ensuing

Idem v Church &c

Nathaniel Phelps of Northampton in sd County of Hampshire yeoman Plt v Nathaniel Church of Hadley in said County yeoman Deft In a plea of the Case for that sd Church at Northampton on the last day of August A Dom 1765 being justly indebted to the said Phelps in the sum of three pounds 1/3¾ for sundry Articles of Book account according to a Bill annexed in Consideration thereof said Church then & there undertook and to the said Phelps faithfully promised to pay him the same on demand &c as in Writ — The Plt appears by Daniel Hitchcock Gent his Attorney and sd said Church being three times publickly called makes default & appears not here Therefore it is considered by the Court that the said Phelps do recover against sd Church three pound 1/3¾ of lawfull money Damages & Cost of Court taxed at 2 pound & thereof Execon is sd 28 Dec 1767

Newport v Belding &c

Dan Newport of Hatfield in sd County of Hampshire Labourer Plt v Reuben Belding of said Hatfield yeoman Deft In a plea of Trespass on the Case whereon said Dan complains and says that sd Reu-

= Reuben Atfield of the second day of March last
past with force and Arms an Assault made on the said Dan
he then and there being in the house peace and him the said Dan
to the said Reuben then and there with force and Arms falsly
imprisoned and restrained of his lawfull Liberty contributing
his aforesaid Trespass as to the false imprisonment & restraining
him the said Dan of his lawfull liberty for the space of five
Months then next following and many other Wrongs & injuries
to him the said Dan he the said Reuben did then and there contrary
to law and against our peace to y^e Damage of y^e said Dan £ 14 . . .
The Plt appears by Elias Dickinson yeoman his Attorney
and next friend and the said Reuben by Simeon Strong Gent
his attorney comes into Court and saving to himself ad-
=vantages of taking any Exceptions to the writ person or Declar
of the said Dan which might have been taken at this Term
prays leave to imparl to the next Term of this Court And it is
considered by y^e Court that y^e Case be further continued until
the next Term of this Court and the said Parties have a further
day accordingly

(1554) Reuben Belding vs

Jeremiah Chapin late of South Hadley in ye County of
Hampshire yeoman Plt vs Jonathan Phelps of Northampton
in the County aforesaid yeoman Deft in a plea of the Case
for that the said Jonathan at said Northampton on the last day
of December Anno Dom^i 1765 being justly indebted to the said
Jeremiah in the sum of six pounds 14/4 for sundry Articles by
Book to Ballance Book Acct according to the Acct annexed, In
Consideration thereof the said Jonathan then and there promised
to pay him ye same on demand &c as in the Writ — The Plt appears
by Daniel Hitchcock Gent his Attorney and the Deft being three times
publickly called makes default of appearance in Court — Therefore
it is considered by the Court that the said Jeremiah recover against the said Jonathan
six pounds 14/4 of lawfull money Damages and Cost of Court taxed
at one pound 19/2 & thereof he may have his Execon Execon is 27th May 1765

Chapin vs Phelps 9q

Reuben Belding of Hatfield in the County of Hampshire
Cordwainer Plt vs Noah Wells of said Hatfield yeoman Deft In a
Plea of the Case for that the said Noah at Springfield on the first day
of May last past by his Note of that date for Value rec promised y^e
said Reuben to pay him or order twenty one pounds seven shillings
and ten pence lawfull money on demand with Interest till paid
&c as in the Writ — The Plt appears by Thomas Bridgman his Atto
and the said Noah being three times publickly called to
come into Court makes default of appearance here —
Therefore it is considered by the Court that the said Reuben
do recover against the said Noah the sum of twenty one pounds
16/8½ of lawfull money damages & Cost of Court taxed at one
pound 10/7 & thereof &c — Execon is 30th September 1765

Belding vs Wells 9q

(356)

Belding
vs
Bardwell
ats

Reuben Belding of Hatfield in the County of Hampshire Cordwainer Pltf vs Samuel Barowell of Hatfield aforesaid Husbandman Deft in a plea of the Case for that the said Samuel at Springfield on the twenty third day of may Anno Dom 1766 by his Note of that date for Value rec promised the said Reuben to pay him or order six pounds ten shillings and eight pence lawfull money on demand with Lawfull Interest &c And also for that the s.d Samuel at s.d Springfield on the twelfth day of July Instant Anno Dom 1766 by his other Note of the Date last aforesaid for Value rec promised the said Reuben to pay him three pounds eighteen shillings and six pence on demand with Interest &c as in the Writ, The Pltf appears by Thos Bridgman his Atty and the said Samuel being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said Reuben do recover against the said Samuel the sum of Eleven pounds twelve shillings and one penny one farthing of lawfull money damages & Cost of Court taxed at one pound 10/7 and thereof &c —— Excon is 30 Sept 1767

Dickinson
vs
Edson
ats

Elijah Dickinson of Hatfield in the County of Hampshire Yeoman Pltf vs Jonathan Edson of s.d Hatfield in the County aforesaid yeoman Deft in a plea of the Case for that the said Jonathan at Springfield on the fifteenth day of Jany Anno 1765 by his Note of that Date for Value rec promised the said Elijah to pay him or order ten pounds lawfull money on demand with Interest &c as in s.d Writ The Pltf appears by Thos Bridgman his Atty and the said Jonathan being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said Elijah do recover against the said Jonathan the sum of twelve pounds 12/3¾ of lawfull money damages and Cost of Court taxed at two pounds 11/8 thereof &c

Excon is 30th Sept 1767

Pixley
vs
Partridge
ats

David Pixley of Stockbridge in the County of Berkshire Gent Pltf vs Oliver Partridge of Hatfield in the County of Hampshire Esqr and Sherriff of the same County Deft in a plea of Trespass on the Case for that whereas by the Consideration of the Justices of the Inferiour Court of common pleas held at Great Barrington in the County of Berkshire aforesaid on the first Tuesday of September Anno Dom 1766 the said David recovered Judgment against one David Bagg for the sum of four pounds lawfull money damages and one pound 16/1 like money Costs of Suit and thereupon afterwards viz on the nineteenth day of s.d same sept the said David took out Writ of Excon in the form by the Law of the Province prescribed directed to the Sherriff of the County of Hampshire his under Sherriff or deputy returnable into the Inferiour Court of common pleas to be holden at Pittsfield within and for said County of Berkshire on the first Tuesday of Decem.r last past and on the first of November last past after the date and before the return day of said Excon at Springfield he the said David Pixley delivered the same Writ of Excon to one George Pitcher then and for a long time afterwards a Deputy Sherriff of the s.d County of Hamp

Hampshire under the said Oliver to be served & returned according to law &c as in the Writ — The Pl appears by Marth Hopkins Esq his Attorney and the said Oliver being three times publickly called makes default of appearance in Court
Therefore it is considered by the Court that the said David do recover against the said Oliver the sum of Seven pounds four Shillings and one penny of lawfull money damages & Cost of Court taxed at Two pound 7/2 and thereof &c —

Raley
vs
Partridge
Exd

James Dix of Tyringham in the County of Berkshire yeoman Pl vs John Shepard of Westfield in s^d County of Hampshire yeoman Deft in a plea of Trespass on the case for that whereas s^d John Shepard had heretofore to wit on the second day of August Anno Dom 1765 purchased and sued out a certain Writ of Attachment of & from John Ashley Esqr of Sheffield in our County of Berkshire one of the Justices of the peace for the said County of Berkshire — according to the laws and usages of this —— Province of the Massachusetts Bay under the Hand and Seal of the said Justice against him the said James Dix which said Writ bears date the same second day of said August whereby he the s^d James Dix was attached by his Goods by the proper Officer to whom the same was directed, and delivered by the said John Shepard to be served against the said James Dix to appear before the s^d Justice at his dwelling House in said Sheffield on monday the second Day of September then next at two of the Clock in the afternoon when and where the Writ was returnable to the said Justice then and there to answer unto the said John Shepard in a plea of the Case for his the said James not performing his certain promise to the said John Shepard by his certain promissory Note of Hand dated the nineteenth day of April Anno Dom 1765 to pay him the said John for the Value thereof of him the said John Shepard the sum of five Shillings lawfull money in three months from the date thereof & also for his the s^d James not performing his other certain promise to said John Shepard to pay him the said John Shepard Twenty six shillings and six pence lawfull money for sundry Articles of Merchandize according to a Bill annexed to the said Writ to the damage of the said John Shepard forty shillings, & a summons in due form of Law was given to the said James by the Officer who served the same Writ for his appearance before the said Justice at the Time and place aforesaid as by law of this Province in such Cases is prescribed, and after the purchase of the same Writ as aforesaid and after the same Writ was served and executed and before the day of the return thereof to wit on the twenty Eighth day of August aforesaid in the fifth year of the Reign of our King at Springfield aforesaid he the s^d James Dix being minded to settle the aforesaid suit of the said John Shepard against him & to pay him s^d John Shepard what he the said James owed him said Shepard offered and tendered to the s^d John

Dix
vs
Shepard
Ats

Dix
vs
Shepard

Shepard the sum of Elevens shillings and six pence lawfull mony in full Satisfaction of the said Note and of the Costs of the said Suit to that Time both for the said Writ and of the Officers Fees for the Service thereof and the said James then and there affirmed to the said John Shepard that he said Dix owed him s Shepard nothing upon the said Act whereupon he had sued him s But that after the delivery of the Articles charged therein to wit upon the same day that he the said James Dix had made and given his said Note to said Shepard then said Dix and Shepard had made a settlement of all demands and that the said Shepard had then given him said Dix a Receipt under his hand of two Shillings in full of all demands which Receipt he the said James had then and there with him, whereupon they the said James Dix and John Shepard agreed together upon a Settlement of the said Act and he the said John Shepard then and there agreed with the said James Dix to receive the said money tendered him by the said Dix as aforesaid and also agreed with & promised said James Dix to stop his said Action and not pursue the same any further before the said Justice and likewise to deliver & give up to him said Dix his said Note in Consideration of his s said James, Paying him said Shepard said mony so tendered as aforesaid, and accordingly the said James then and there at s Springfield paid him said Shepard the same Sum tendered as aforesaid in full Satisfaction of the said Note and of the said Costs and charges of the said Suit to that Time and in full Settlement of the same Suit and he the said John Shepard then and there also accordingly received the same money of the said James in full Satisfaction of the said Note and of the Costs and Charges of Suit and in full Settlement of the said Suit and promised said James Dix to stop and not pursue s same Action any further & also to give and deliver up to said James Dix the same Note as aforesaid, Nevertheless he the said John Shepard his agreement and promise aforesaid not regarding but contriving to deceive and defraud the said James and to obtain great sums of mony from him wrongfully and put him to great Costs and Charges did not stop his said Action commenced as aforesaid against said James to be heard and tried before the said Justice but he the said John Shepard afterwards to wit on said second day of Sept at Sheffield to wit in Springfield aforesaid when & where said Writ was returnable appeared before — said Justice by his Atty one David Ingersoll and entered the said Action before — said Justice and the said James Dix relying on the said agreement and promise of the said John Shepard did not provide himself with any Counsel learned in the Law to make his defence before — said Justice and being himself unskilled in the rules of good pleading being then casually present when the said Action was entered before — said Justice was not able to make

Dix
vs
Shepard

make himself any good Defence and the said John Shepard
thro the Insufficiency of the said James defence and pleading
recovered and obtained judgment against the said James for ye
Sum of thirty one Shilling and six pence lawfull money —
Damages being the full amount of the sum of said Account
annexed to the Writ and of the said Note and Costs of Suit taxed
at twenty six Shilling and eightpence from which judgment
of the said Justice said James appealed to the next Inferiour
Court of common pleas to be holden at Great Barrington within
and for said County of Berkshire as by the record and proceeding
remaining before the said Justice manifestly appears and
at the said Inferiour Court held at said Great Barrington on said
first Tuesday of September aforesaid said James entered his said
appeal & the said Action came by diviers continuances and
adjournments to be heard and tried finally before the Justices
of the Inferiour Court, last mentioned the judgment of the said
Justice was affirmed and the said John Shepard recovered finial
judgment against the said James for the damages aforesaid being
thirty one Shillings and eight pence & Costs of Suit taxed at five
pounds 19/10 & afterwards he the said John Shepard sued out the Writ
of Execon of the said finial judgment against said James and he
the said James hath been compelled to pay him the said John
Shepard the whole damages and Cost last aforesaid and the
Costs of said Writ of Execon being one shilling and ten pence &
the Officers Fees for serving the same being seven shillings and
eight pence neither hath he the said John Shepard ever given and
delivered up to the said James Dix his said Note tho often thereto re-
quired but obtained judgment thereupon before the said Justice
as well as upon the said Act annexed to said Writ he well knew
the same was fully paid and Satisfied, And also for that the said John
Shepard at said Springfield on the first day of July Instant was justly
indebted to the said James in the sum of Eleven shillings & six pence
lawfull money for the same Sum then before that time had and
received by him the said John Shepard to his the said James use &
in Consideration thereof said John Shepard then and there promised
said James to pay him ye same whenever after he should be thereto
required Yet said John Shepard tho often thereto requested hath not
paid said James the same or any penny thereof but hitherto hath
and still neglects and refuses to pay him ye same all which is to
the damage of ye said James Dix as he saith & Sum of nine pounds

The aforenamed Parties come here in their proper persons
and agree to refer the case to the final determination & award
of John Chadwick of Pyrrington aforesaid Esquire Majr Benja
Day & Deacn Nathaniel Brewer both of Springfield Arbitrators
mutually elected by the said parties for any two of them, to be made
upon the premises and returned into this Court as soon as may be
& the proceedings of the said parties are continued untill next Term

(160)

Ikerman
vs
Ashley
Ql

Phillip Ikerman Junr of Boston in the County of Suffolk Merchant Pltf vs Joseph Ashley Junr of Sunderland in the County of Hampshire yeoman Deft in a plea of the Case for that said Joseph at said Sunderland on the seventh day of Feby A D 1767 by his Note of that date for Value Rec promised said Phillip to pay him or order Eighteen pounds L/M lawfull money on demand with lawfull Interest till paid &c as in the Writ; The Pltf appears by Simeon Strong Gentn his attorney and the said Joseph being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Phillip do recover against the said Joseph the sum of Eighteen pounds ~~fifteen~~ ~~twelve~~ shillings and ~~three~~ two pence ~~three~~ two farthings of lawfull money damages & Costs of Court taxed at three pounds 6/2 and thereof &c

Exconed[ts] Sept 19th 1767

Robinson
vs
Burk
Ql

Thomas Robinson of Hardwick in the County of Worcester yeoman Pltf vs Telle Burk of Chesterfield in the County of Hampshire yeoman Deft In a plea of the Case for that said Telle at Chesterfield on the thirtieth day of April A D 1766 by his Note for Value Rec promised said Thomas to pay him four pounds Q/D within six months from the date and lawfull Interest after the End of said six months till paid &c as in the Writ — The Pltf appears by Simeon Strong Gent his attorney and the said Telle being three times publickly called makes default of appearance in Court — Therfore it is considered by the Court that the said Thomas do recover against of said Telle the sum of four pounds 12/11¼ of lawfull money damages and Cost of Court taxed at two pound 6/2 Thereof &c — Exconed[ts] 18th Nov 1767

Lock
vs
Russell
Qd

Jonas Lock of Shutesbury in the County of Hampshire yeoman Pltf vs Joseph Russell of Shutesbury aforesaid Gent Deft in a plea of the Case for that said Joseph at said Shutesbury on the seventeenth day of February A D 1767 by his Note of that date for Value Rec promised said Jonas to pay to him or his order two pounds L/D lawfull money on demand with Interest &c as in said Writ — The Pltf appears by Simeon Strong Gent his attorney and the said Joseph being three times publickly called makes default of appearance in Court; Therefore it is considered by the Court that the said Jonas do recover against the said Joseph two pound 4/ of lawfull money damages & Cost of Court taxed at two pound 6/4 and thereof &c

Exconed[ts] Nov 12th 1767

Williams &
al vs
Hubbard
Qd

Israel Williams of Hatfield in the County of Hampshire Esquire and Moses Graves of Pittsfield in the County of Berkshire Gent — partners and Joint Dealers in Trade Pltfs vs Joseph Hubbard of Hadley in the ~~our~~ County of Hampshire Gent Deft in a plea of the Case for that said Joseph at said Hadley on the last day of Sept Anno 1760 owed the said Israel and Moses the sum of thirty pounds and two Shillings lawfull money of our Province of the Massachusetts Bay in New England to Ballance Book Acts according to the Account thereto annexed and then and there in Consideration thereof promised said Israel and Moses

Moses to pay them the same Sum on demand Yet said (Vol)
Joseph tho often requested hath never paid the same or any
part thereof but refuses to do it to the damage of the said Israel
and Moses the Sum of thirty two pounds & The Plts appear
by Simeon Strong Gent their Attorney and the said Joseph by
Joseph Hawley Esq his Attorney comes into Court and prays
the leave of this Court to bring into Court the Sum of four
pounds and one penny lawfull money of this Province for Williams
the acceptance of the said Israel and Moses which the said Adms
Joseph says is the whole Sum which he owes or is indebted to Hubbard
the said Israel and Moses and that upon payment of the
legal Costs which shall have been incurred by the said Israel &
Moses to the time when he shall bring the said Sum into
Court to plead the General Issue to the Declaration in sd Writ
of the said Israel and Moses contain (to wit) that he the said
Joseph owes nothing to the said Israel and Moses in manner
and form as in their Writ is alledged, And likewise the within
named Joseph by his Attorney aforesaid comes and defends &c &
says that he owes the said Israel and Moses nothing in
manner and form as they in their Writ against him —
have alledged and thereof puts himself on the Country
and the Plts likewise
Thereupon the jurors at this time according to the form and effect of the
Statutes in this Case provided returned and impanelled being
demanded likewise come here, Who to say the truth concerning
the premises being duly sworn by Mr Nathaniel Pelton their
foreman declare upon their Oath that they find for the Plts
the Sum of Six pounds thirteen shillings and four pence damages
and Cost of Court
Therefore it is considered by the Court that the said Israel & Moses
do recover against the said Joseph the sum of Six pounds thirteen
shillings and four pence of lawfull money damages and Cost of
Court taxed at three pounds 4/10 & thereof &c
The said Joseph by his Attorney aforesaid appeals from the Judgment
of this Court to the Superiour Court of Judicature to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday
of Sept next ensuing and recognizes with Surities as the law
directs for the said Josephs prosecuting the appeal with effect
as by said recognizance on file it appears

Thomas Dibb of Belham in our County of Hampshire yeoman Dibb
Plt vs the Proprietors of a Tract of Land in Belham aforesaid called vs
and known by the Name of the Lisburn Proprietors Dest in a Blham Propr
Plea of Partition wherein the said Thomas says that he the said 100
Thomas and the aforesaid Proprietors hold together in common
and undivided to them and their Heirs a certain Quantity and
Parcel of Land in Belham aforesaid and being a part of that
Tract of Land which the said Proprietors purchased of the Honble John
Stoddard Esq late of Northampton in our County dec^d bounded
North —

1762

Dick
vs
Lisburn Propr

Northerly partly on Shutesbury and partly by New Salem Easterly by Greenwich Southerly by the Range of Land formerly owned by one Whittlesey and Hall Westerly by the District of Amherst Viz all that part of the before described Tract of Land except such part thereof as is taken up and Contained in the Lott of the first & second divisions of the Lands in the same described Tract or in Lands sequestered or in ways and other publick Uses & Common and undivided Lands belonging to said Thomas and his Heirs to have one part of the said undivided Land and to the said Other Proprietors and their heirs to have the other parts in a Proportion to the said Thomas unknown &c as in the Writ The Pltf appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called to come in Court & make default & appearance here — Therefore it is considered by the Court that the said Thomas do recover against the said Proprietors Partition of the said Tract by him and the said Proprietors now held in common & undivided to be made in this manner that is to say that the said Tract be divided into sixty one equal parts and that one Sixty first part thereof be assigned and delivered to the said Thomas to be held in severalty and he may have his Execution therefor and Cost of Court taxed at one pound 7/6 — Execon Issued 9th Decr 1767

Idem
vs
Eosdem
10l

Thomas Dick of Pelham in the County of Hampshire yeoman Pltf vs The Proprietors of a Tract of Land in Pelham aforesaid called & known by the Name of the Lisburn Proprietors Deft In a plea of the case for that said Proprietors at said Pelham on the last day of June last past were justly indebted to said Thomas in the Sum of thirteen pounds 13/ lawfull money for sundry articles of Account the particulars whereof are contained in a Schedule hereto (which is hereto) annexed and being so Indebted said Proprietors in Consideration thereof then and there undertook and promised said Thomas to pay him said Sum on demand &c as in the Writ To the damage of the said Thomas Twenty pounds — The Pltf appears by Simeon Strong Gent his Attr and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Thomas do recover against the said Proprietors the Sum of thirteen pounds 13/ of lawfull money damages and Cost of Court taxed at one pound 7/6 thereof &c — Execon issued 9th 1767

Moodey
vs
Gaylord
10l

Josiah Moodey of Amherst in s.d County of Hampshire yeoman Pltf vs Hezekiah Gaylord of Hadley in s.d County aforesaid yeoman Deft In a plea of the case for that said Hezekiah at s.d Hadley on Eighteenth day of May A.D. 1767 by his Note of that date for Value Received promised said Josiah to pay him the Value of Eleven pounds 10 lawfull money Price upon demand &c as in the Writ — The Pltf appears by Simeon Strong Gent his Attr and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Josiah do recover against the said Hezekiah the sum of Eleven pounds 10 of lawfull money damages & Cost of Court taxed at two pounds o/d and thereof &c —

Jonathan Childs of New Salem in the County of Hampshire yeoman Pltf vs Silas Hamilton of Deerfield in the County aforesaid yeoman Deft In a plea of the Case for that said Silas at Deerfield aforesaid on the thirtieth day of May Anno Dom 1763 by his Note of that date for Value rec'd promised said Jonathan to pay him five pounds Ten shillings lawfull money on demand with Interest &c as in the Writ, The Pltf appears by Simeon Strong Gentleman his Attorney and the said Silas being three times publickly called makes default of appearance in Court ---

It is therefore considered by the Court that the said Jonathan do recover against the said Silas the Sum of five pounds 11/7 of lawfull money damages and Cost of Court taxed at two pound 5/4 &c

1763

Childs vs Hamilton

103

Moses Warner of Amherst in the County of Hampshire yeoman Pltf vs Joel Kellogg of Ashfield in said County yeoman Deft In a plea of the Case for that said Joel at said Amherst on the twenty third day of May Anno 1766 by his Note of that date for Value rec'd promised said Moses to pay him five pounds 17/2 lawfull money on demand with Interest &c and also for that said Joel at said Amherst was indebted to the said Moses in the Sum of 6/6 lawfull money for Sundry Articles of Book Account according to the Act ~~hereto~~ annexed to the Writ and in Consideration thereof promised said Moses to pay him the same on demand &c as in the Writ the Pltf appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court, Therefore it is considered by the Court that the said Moses do recover against said Joel the Sum of Six pounds 12/5½ of lawfull money damages & Cost of Court taxed at two pound & thereof &c Said Sept'r 24th 1767

Warner vs Kellogg

104

James Cleland of Greenwich in the County of Hampshire yeoman Pltf vs James Nivins of Greenwich aforesaid Gent Deft in a plea of Covenant broken for that said James Nivins at said Greenwich on the twenty second day of Nov'r Anno 1764 by his certain deed in writing and in Court to be produced the date whereof is the same day and year for himself his Heirs &c did lease and to farm let to the said James Cleland one certain farm or Tenement of land situate in said Greenwich for the space of ten years then next coming &c And further the said James Nivins by his aforesaid Deed did covenant and agree to stock said farm with the following articles of Stock viz one yoke of Oxen twenty Sheep six Cows one breeding mare two Ploughs two Chains viz one draught Chain and another larger Chain one breeding Sow forty Bushels of Grain and one good Cart &c and also to make the following Reparations in and to the ~~House~~ dwelling (viz) to rebuild the Chimney and repair the Glass Windows or else to allow the said James Cleland to make aforesaid Repairs and to bring in his Bill for the Labour & Cost in that behalf expended ~~and~~ by said Cle

Cleland vs Nivins

10[illegible]

(104)

Cleland vs Nivins

Cleland and to allow to said Cleland therefor to be deducted by said Nivins out of the rents of the Farm aforesaid &c as appears in the Writ — The Plt appears by Simeon Strong Gent his attorney and the Deft being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said James Cleland do recover against the said James Nivins the sum of five pounds 5/ of lawfull money damages and cost of Court taxed at three pounds 19/ 6 there of &c — Execon Issd 30th Septr 1767

Pomeroys Admrs vs Bridges 107

Ebenezer Pomeroy of Northampton Gent and Esther Pomeroy of Southampton Gentlewoman both in the County of Hampshire Admrs on the Estate of Elisha Pomeroy late of Northampton aforesaid Gent Decd Plts vs Daniel Bridges of Greenwich in the County aforesaid yeoman Deft in a plea of the Case for that said Daniel at said Northampton on the twenty ninth day of July Dom 1760 by his Note of that date for value rec promised said Elisha (then living) to pay him or his order three pound 1/ lawfull money on demand with Interest &c as in the Writ The Plt appear by Simeon Strong Gent ~~Their~~ Attorney & the Deft being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Ebenezer and Esther in their Capacity aforesd recover against the said Daniel the sum of two pound 10/ 6 lawfull money damages and cost of Court taxed at two pounds 2/ 6 there of &c Execd 13 Septr 1767

Townsend Gentleman vs Gibbs 108

John Townsend of Greenwich in the County of Hampshire Gentleman Plt vs Abraham Gibbs of Greenwich aforesaid yeoman Deft In a plea of the case for that said Abraham at said Greenwich on the twenty second day of April Dom 1767 by his Note of that date for Value Rec promised said John to pay him or his order nine pounds lawfull money of the Province of the Massachusetts Bay in New England on demand with lawfull interest for the same till paid, Yet the same Abraham tho often requested hath never paid the same nor any part there of but neglects and refuses to do it — To the damage of the said John the sum of ten pounds — The Plt appears by Simeon Strong Gent his attorney and the Deft being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court now here that the said John do recover against the said Abraham the sum of nine pounds 3/ 3/4 of lawfull money damages and cost of Court taxed at £2 13 4 there of &c

Afterwards the said John now at this term comes into Court and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the ~~many~~ fourth Tuesday of Septr next & there recognizes with surities as the law directs for the prosecuting the appeal with effect as by Recognizance on file appears

Moody vs Shaw 109

Josiah Moody of Amherst in the County of Hampshire yeoman Plt vs William Shaw of Palmer in the County aforesaid yeoman Deft in a

(No 65)

Moody
vs
Shaw

Plea of the Case for that said William at said Amherst on the third day of Decem A D 1766 by his Note of that date for Value rec promised one Hugh Johnson to pay him or his order six pounds lawfull money on or before the twentieth day of may then next with Interest from & after the said time of Payment and afterward to wit on the fifth day of August currant at said Amherst the said Hugh by his Indorsment on said Note ordered the Payment of the Contents of said note then wholly due and unpaid to be made to the said Josiah of all which said William instantly had Notice and so became liable to pay the Contents of said Note to said Josiah and then and there in Consideration thereof promised said Josiah to pay him the Contents on demand &c as in the Writ; The Plt appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court. Therefore it is considered by the Court that the said Josiah do recover against the said William three pound 1/6 lawfull money damages and Cost of Court taxed at two pound 2/6 & thereof &c — Ex is 25th Sept 1767

Dickinson
vs
Rice
NO

Jonathan Dickinson of Shutesbury in the County of Hampshire Gent Plt vs Abishai Rice of New Salem in said County aforesaid yeoman Deft In a plea that the said Abishai render to said Jona thirty nine pounds of lawfull mony which to him the said Jonathan he owes and from him unjustly detains and whereon the said Jona says that the said Abishai at Springfield on the twenty first day of Octo A D 1766 by his Bond sealed with the seal of said Abishai in Court to be produced Acknowledged himself holden and to stand firmly bound and obliged to said Jonathan in the full and just Sum of thirty nine pounds nine Shillings lawfull mony to be paid to said Jona on demand &c as in the Writ — The Plt appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called called to come into Court makes default of appearance here — Therefore it is considered by the Court now here that the said Jonathan do recover against the said Abishai twenty pound 2/ of lawfull money ~~Debt Dam~~ and Cost of Court taxed at two pound 3/10 & thereof &c Excon is Sept 19th 1767

Billing
vs
Kellogg
NO

Ebenezer Billing of Montague in the County of Hampshire yeoman Plt vs Joel Kellogg of Ashfield in the County aforesaid yeoman Deft in a plea of the Case for that the said Joel at Springfield on the second day of June A D 1767 by his note of that date for Value rec promised said Ebenezer to pay him two pounds 11/ lawfull money on demand with lawfull Interest &c as in the Writ — The Plt appears by Simeon Strong Gent his Attorney and the said Joel being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Ebenezer do recover against the said Joel the Sum of two pound 11/ 1/2 of lawfull mony damages and Cost of Court taxed at two pound 7/2 and therefore &c

Billing &c
vs
Childs
NO

Moses Billing yeoman and Samuel Blodget Physician both of Sunderland in our County of Hampshire Partners & joint dealers in trade Plt vs

(1066)

Billings
v
Childs Exr

Timothy Childs of Greenfield in ye County aforesaid Gent Executor of the last will and Testament of Timothy Childs late of Deerfield Dec'd Deft in a plea of case for that said Timo the Testator in his life time at Sunderland aforesaid on the last day of August Domi 1762 owed there the said Moses and Samuel four pounds 17/2 lawfull money of the Province of the Massachusetts Bay in New England for sundry articles of Book account according to the account thereto annexed viz bottle Writ In consideration whereof the said Timo the Testator then and there promised said Moses and Samuel to pay them said sum on demand Yet the said Timothy in his life time tho often requested never paid the same or any part thereof nor hath the said Timothy of Greenfield since the Death of said Timothy the Testator ever paid the same nor any part thereof altho thereto often requested But neglects and refuses so to do To the damage of the said Moses and Samuel Five pounds — The Plt appear by Simeon Strong Gent their attorney and the said Timothy the Exr by Joseph Hawley Esq his attorney comes and defends and prays Judgment of the Declaration & this Writ contained because he says that the said declaration and the matters therein contained are insufficient in law for the said Moses and Samuel to maintain their action against ye said Timo to which declaration the said Timothy hath no need nor is he held by the law of the land to make answer and this he is ready to verify wherupon for want of a sufficient declaration in this Case the said Timo prays judgment of the declaration and that this Writ and the declaration therein contained may be Quashed, & the said Moses and Samuel by their attorney aforesaid say that their said declaration and the matters therein contained are good and sufficient in law to oblidge him the said Executor to answer thereto wherefore because the said Executor in this foregoing Plea hath not answered nor any way denied the same the said Moses and Samuel pray judgment and that their damages by reason may be adjudged to them

whereupon the s[aid] Parties have put themselves upon Judgt of this Court

Thereupon all and singular the Premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court that the Plea aforesaid Declaration & matters therein contained are good & sufficient in Law to maintain the Action of the said Moses & Samuel thereby against the said Timothy the Executor and that for any thing by the said Timothy above pleaded they the s[aid] Moses & Sam[ll] ought not to be precluded from having, and prosecuting, their said Action or from their damages aforesaid — It is therefore considered by ye Court that the said Moses and Samuel do recover against the said Timo ye Executor the Sum of four pounds 17/2 of lawfull money damages and Cost of Court taxed at two pounds 6/4 and therefore &c — Execon is 2d Sept[r] 1767

White
v
Rugg

113

William White of Greenwich in the County of Hampshire yeoman Pltf vs Johnathan Rugg of South Hadley in ye County aforesaid yeoman Deft in a plea of the case for that said John at said Greenwich on the fourth day

Day of July A Dom^i 1767 by his note for value rec^d promised said
Williams to pay him or his order eleven pounds five shillings lawfull
money on or before the fourth day of august then next &c as in ye Writ
Pl^th appears by Simeon Strong Gent his Attorney and the said John
being three times publickly called makes default of appearance
in Court — It is therefore considered by the Court that the said
Williams do recover against the said John the sum of Eleven
pound 5/ lawfull money damages and Cost of Court taxed at two pound 2/6 and thereof &c
Execon is 5th Septr 1767

1672
White
v
Rugg
W

Nehemiah Hinds of Greenwich in the County of Hampshire yeoman
Pl^th v Simon Stone of Greenwich aforesaid yeoman Deft In a plea of the
Case for that the said Simon at said Greenwich on the second day of
April Dom^i 1766 by his note of that date for value rec^d promised said
Nehemiah to pay him ten pounds seven Shillings lawfull money
on demand With Interest &c as in the Writ — The Pl^th appears
by Simeon Strong Gent his Attorney and the said Simon being three
times publickly called to come into Court makes default of appear
ance here — Therefore it is considered by the Court now here that
the said Nehemiah do recover against the said Simon Eleven pound
four shillings and six pence of lawfull mony damages and Cost of Court
taxed at two pounds 5/4 & thereof he may have his Execon ~~Said~~

Hinds
v
Stone
W4

Jeremiah Powers of Greenwich in the County of Hampshire Gent Pl^tf
Nathaniel Peck of Greenwich aforesaid Gent Deft, In a plea of the Case for
that said Nathaniel at said Greenwich on the seventeenth day of June
Dom^i 1766 by his Note of that date for value rec^d promised said Jeremiah
to pay him twenty pounds lawfull mony on or before 10th day June next
Ensuing ye date of said Note and if then unpaid then to pay the same with
lawfull Interest till paid &c as in the Writ — The Pl^tf by Simeon Strong Gent
his Attorney comes here and pray leave to withdraw his Action & it is
granted him and the Deft thereupon comes and agrees not to enter for his Cost

Powers
v
Peck
W5

Walter Powers of Greenwich in the County of Hampshire yeoman
Pl^tf v^s John Cook of Hardwick in the County of Worcester yeoman Deft
In a plea of the case for that the said John at Springfield on the
twenty sixth day of Feby Dom^i 1767 by his note of that date for value
rec^d promised said Walter to pay him or his order two pound 10/ lawfull
money on or before the first day of June next ensuing with Interest till paid
&c as in the Writ — The Pl^tf appears by Simeon Strong Gent his Attorney and
the Deft being three times publickly called makes default of appearance here
It is therefore considered by the Court y^t the said Walter do recover against
said John two pounds 11/3½ of lawfull money damages & Cost of Court taxed
at two pounds 5/4 and thereof he may have his Exec^on — Execon is 26th March 68

Powers
v
Cook
W6

Oliver Partridge of Hatfield in the County of Hampshire Esqr Pl^tf v^s
William Williams of Pittsfield in the County of Berkshire Esquire Deft
in a plea of the case for that the said William at Pittsfield on the last day
of Feby Dom^i 1766 owing the said Oliver twenty one pounds 4/6½ lawfull
money to balance Book Act according to the Act Annexed to the Writ — There
and there in Consideration thereof promised the said Oliver to pay him
the same sum on demand &c as in the Writ The Pl^tf appears by
Wood

Partridge Esqr
v
Williams Esqr
W7

Woodbridge Little Gentleman his Attorney and the said William being three times publickly called to come into Court makes default
Partridge & al
vs
Williams & al
of Appearance here — therefore it is considered by the Court that the said Oliver do recover against the said William the sum of twenty one pounds four Shillings and six pence half penny of lawfull money damages and cost of Court taxed at two pound 6/1 Attorney fee
Lacon is 12th Sept 1767

Luke Hitchcock of Springfield in the County of Hampshire yeoman Pltf vs Timothy Burbank of Springfield aforesaid yeoman Deft in a plea
Hitchcock
vs
Burbank
Wd
of the case for that the said Tim° on the twelfth of Feby last past at said Springfield by his note for value rec^d promised to pay one George Hitchcock or his order ten pound of lawfull money on demand with Interest till paid, and the said George afterwards on the same Day by his Indorsment on the same Note ordered the Contents thereof then unpaid to be paid to the Pltf whereof the said Timothy afterwards on the same day had notice and thereby became chargable to pay him the same sum with Interest on demand and promised to do it accordingly &c as in the Writ — The Pltf appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court now here that the said Luke do recover against the said Timothy ten pound 7/6 of lawfull money damages and cost of Court taxed at one pound 10/10 and there of &c
Lacon is 3 Sept 1767

Joseph Forman Merchant and Stephen Forman Merch^t both of New York in the County of New York and Colony of New York Pltfs vs
Forman
et al
vs
Nugent
Wd
Robert Nugent late of Brimfield in the County of Hampshire Trader Deft In a plea of the case for that the said Robert on the first day of May instant at Springfield was indebted to the said Joseph & Stephen in the Sum of two Hundred and six pounds current money of New York which is of the Value of one Hundred and fifty five pounds 2/7½ of lawfull money for sundry goods and other articles according to the List annexed to the Writ to ballance the same Acct, he the said Robert in Consideration thereof promised the said Joseph and Stephen to pay them the same on demand &c as in the Writ — The Pltfs appear by Jonathan Bliss Gentleman their Attorney and the Deft being three times publickly called makes default of appearance in Court —
Therefore it is considered by the Court that the said Joseph and Stephen do recover against the said Robert with Costs one Hundred and fifty five pounds 2/7½ of lawfull money damages and cost of Court taxed at ten pound 4/6 and thereof they may have their Execon
Lacon is 12th Sept 1767

Ephraim Theyes of Ashford in the County of Windham and Colony of Connecticut Gent Pltf vs John Moulton of South Brimfield in the County of Hampshire Husbandman Deft In a plea of the Case for
Hayes
vs
Moulton
120
the said John on the eighteenth day of Sept A Dom 66 at Springfield by his Note for value rec^d promised said Ephraim to pay him or his order fifty six pounds 10/6 lawfull money by the first of June then next

Ensuing with Interest till paid &c as in sd Writ — The Plt appears by Jonathan Bliss Gent his Attorney and the said John being three times publickly called to come into Court mates Default of appearance here — It is therefore considered by the Court that the said Ephraim do recover against the said John the sum of Sixty pounds three shillings and nine pence half penny of lawfull money damages and Cost of Court taxed at two pound 11/ and thereof he may have his Ex — Excon is 14th Sept 67

Noy

Keyes
vs
Moulton

Daniel Lamb of Springfield in the County of Hampshire yeoman Plt vs. Joseph McNall of Palmer in sd County aforesd yeoman Deft In a plea of the case for that said Joseph on the twentieth day of May Anno 1766 at said Springfield by his Note of that date for Value rec promised said Daniel to pay him or order forty Shillings in Beef or Butter or Tow Cloth at mony Price in six months from that time with lawfull Interest till paid &c as in the Writ — The Plt appears by Jonathan Bliss Gentleman his attorney and the said Joseph being three times publickly called mates default of appearance in Court — Therefore it is considered by the Court that the said Daniel do recover against the said Joseph the Sum of two pounds 3/6 3/4 of lawfull money damages and Cost of Court taxed at one pound 12/8 and thereof &c ,, Excon is 10th Mar 1768

Lamb
vs
McNall
121

Ebenezer Hitchcock Jun of Springfield in sd County of Hampshire yeoman Plt vs Thomas Willington Jun of Waltham in sd County of Middlesex yeoman Deft in a plea of the Case for that the said Thomas on the fifth day of June last past at said Springfield by his Note for Value rec promised the said Ebenezer to pay him seven pounds lawfull money on demand with interest &c as in the Writ — The Plt appears by Jonathan Bliss Gent his attr and the said Thomas being three times publickly called mates default of appearance in Court — Therefore it is considered by the Court that the said Ebenezer do recover against the said Thomas seven pound 2/6 1/2 of lawfull money damages & Cost of Court taxed at two pound 6/6 thereof &c — Excon is 15th Sept 1767

Hitchcock Jr
vs
Willington Jr
122

George Chapin of Springfield in the County of Hampshire yeoman Plt vs Phinehas Smith of South Hadley in the County aforesd yeoman Deft In a plea of Debt for that the said Phinehas on the fifteenth day of April last past at Springfield by his Bond of that date sealed with his Seal and in Court to be produced bound himself to the sd George in the Sum of Sixty two pounds lawfull mony to be paid him on demand &c as in the Writ / The Plt appears by Jonathan Bliss Gent his Attorney and the said Phinehas being three times publickly called in mates default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Phinehas the sum of thirty one pound 9/11 1/2 of lawfull mony ~~damages~~ debt and Cost of Court taxed at one pound 13/11 thereof &c — Excon is 15th Apr 1767

Chapin
vs
Smith
123

Charles Chapin of South Hadley in sd County of Hampshire yeoman Plt vs Joseph Ashley 2d of Springfield in sd County aforesaid yeoman Deft In a plea of the Case for that said Joseph on the twenty first day of Octo

Chapin
vs
Ashley 2
124

0702 Chapin vs Ashley

October Dom[i] 1766 at Springfield aforesaid by his Note of Value rec[d] promised the said Charles to pay him eight pounds lawfull money by the first day of march then next ensuing and also for that said Joseph afterwards on the first day of march last past being indebted to the said Charles in another Sum of eight pounds like money he the said Joseph in Consideration thereof promised the said Charles to pay him the same sum on demand with Interest till paid &c as in the Writ — The Pl[tf] appears by Jonathan Bliss Gen[t] his attorney and the said Joseph being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Charles do recover against the said Joseph the Sum of Two pound 5/7 3/4 of lawfull money damages and Cost of Court taxed at one pound 15/7 & three farthings &c — Execon is 26[th] Sept[r] 1767

Colton vs Hancock

William Colton 2[d] of Springfield in the County of Hampshire yeoman Pl[tf] vs Thomas Hancock of said Springfield yeoman Deft in a plea of the case for that said Thomas on the twelfth day of Jan[y] last past at Springfield aforesaid by his note for Value rec[d] promised said William to pay him three pounds 16/ lawfull money on demand with Interest &c as in the Writ — The Pl[tf] appears by Jonathan Bliss Gent his attorney and the Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said William do recover against the said Thomas three pound 10/9 1/4 of lawfull money damages and cost of Court taxed at one pound 11/4 & three farthings &c Execon is 26[th] Oct[r] 1767

Bynchō vs Seaward

George Bynchon of Granville in the County of Hampshire yeoman Pl[tf] vs Ebenezer Seaward of said Granville yeoman Deft In a plea of the case for that said Ebenezer on the twenty first day of March 1766 at Springfield aforesaid by his note for Value rec[d] promised said George to pay him three pounds 8/6 lawfull money on demand with Interest till paid; & also for that said Ebenezer and the said George on the same day of March 1766 accounted together concerning diverse other Sums of money by the said Ebenezer to the said George before that time owing and then being in Arrear & upon that Act said Ebenezer was found in arrear ~~towards~~ the said George in other three pounds 8/ lawfull money and being so found in arrear said Ebenezer in Consideration thereof promised said George to pay him the same on demand &c as in Writ The Pl[tf] appears by Jonathan Bliss Gent his attorney and the said Ebenezer being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said George do recover against the said Ebenezer the sum of three pounds 12/12 3/4 of lawfull money damages and Cost of Court taxed at two pound 8/ & three farthings &c Ex[on] is 25[th] Sept[r] 1767

Selens vs Seaward

George Synchon of Granville in the County of Hampshire yeoman Pl[tf] vs Aaron Seaward of said Granville yeoman Deft In a plea of the Case for that said Aaron at said Springfield on the third day of July (now last past) instant being

justly indebted to the said George in the sum of three pounds 2/6¾ lawfull money to ballance Acct according to the Amount annexed to the Writ for sundry Goods Ware and Merchandizes to him the said Aaron at his special Instance and request before that time sold and delivered by the said George and in consideration thereof promised said George to pay him the same on demand &c as in Writ The Pltf appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance &c Therefore it is considered by the Court that the said George do recover against the said Aaron the sum of three pounds 2/6¾ of lawfull money damages and Cost of Court taxed at two pounds 5/0 and thereof &c Execon is 25th Sept 1767

Nth

Lyndon v Seaward

Stephen Noble of Westfield in the County of Hampshire yeoman Pltf vs John Morgan the second of Springfield in said County Gent Deft In a plea of the Case for that said John on the fourth day of Decem A 1766 at Springfield aforesaid by his Note for value rec promised said Stephen to pay him sixteen pounds by the first day of March then next with Interest till paid &c as in the Writ — The Pltf appears by Jonathan Bliss Gent his Attr and the Deft being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Stephen do recover against the said John the Sum of Sixteen pounds 0/7½ of lawfull money damages & Cost of Court taxed at one pounds 12/0 and thereof &c — Execon is 18th Nov 1767

Noble v Morgan

Nd

Luke Bliss Gent and Lewis Bliss Gent both of Springfield in the County of Hampshire administrators on the Estate of Luke Bliss late of said Springfield Gent Decd Intestate Pltfs vs Benjamin Colton of said Springfield yeoman Deft In a plea of the case for that said Benjamin on the fourth day of June A 1761 at Springfield aforesaid by his Note for Value rec promised the same Luke then living to pay him nine pounds O/ lawfull money by the forth day of August then next with Interest &c till paid &c as in the Writ — The Pltfs appear by Jonathan Bliss Gent their Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Luke and Lewis do recover against the said Benjamin the Sum of twelve pounds 2/0 of lawfull money damages and Costs of Court taxed at one pound 11/4 & three pence — Execon is 15th Apr 1767

Bliss, Admrs v Colton

129

Charles Lyndon of Springfield in the County of Hampshire Physician Pltf vs Charles Colton of said Springfield yeoman Deft In a plea of Ejectment wherein he demands against the said Charles Colton a messuage and two Tracts of Land with the appurtenances in Springfield aforesaid one Tract being the Homelot whereon the said Charles Colton late dyed with the Buildings thereon containing about Two Acres & an half and bounded northerly on the Highway Southerly on Josiah Dwight Esqr Land easterly on the way or road leading to Charles Browns and Westerly on Land belonging to the Heirs of Jacob White Decd. partly

Lyndon v Colton

130

Pynchon v Colton

172 — Partly on Land of William Colton The other Tract of Land being the Orchard Lately in whole of the Improvement of the said Charles Colton lying Easterly side of the high way or road leading to said Charles Brewers containg about two Acres And says that the said Charles Colton, being siezed of the said Messuage and tenements aforesaid with the Appurtenances on the twenty eighth day of May A D 1763 at Springfield aforesaid by his deed of that date duly acknowledged and in Court to be produced for the Consideration of one Hundred and Seventy pounds lawfull money granted and conveyed the same to the said Charles whereby he became seized thereof & afterwards the s.d Colton dispeised him &c as in the Writ — The Plt appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Charles Pynchon do recover against the said Charles Colton, Seizin & Possession of the Lands & premises demanded and he may have the Writ of the Lord the King for Possession, and his also considered that Pl recover agt s.d Colton Cost of Court taxed at one pound 11/4 & Execon is 14th Sept 1767 — Alias Exc 7th Oct 1767 —

Pynchon v Jones

131 — George Pynchon of Springfield in s.d County of Hampshire Gent Pltf vs Benjamin Jones of said Springfield yeoman Deft in a plea of the case for that said Benjamin on the twenty eighth day of March A D 1763 at Springfield aforesaid by his note for valuerec promised said George to pay him nineteen pounds 4/ lawfull mony on demand & unto this the Plt appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Benjamin the Sum of Eighteen pounds 11/7 1/4 of Lawfull money damages & Cost of Court taxed at one pound 12/6 and thereof he may have his Execon — Execon is 26 Mar 1768

Idem v Morgan

132 — George Pynchon of Springfield in the County of Hampshire Gent Pltf vs John Morgan 2d of said Springfield Gent Deft In a plea of the Case for that said John on the twelfth day of July Dom 1764 at Springfield aforesaid by his Note for valuerec promised one John Coombs to pay him or order four pounds Lawfull mony with Interest till paid and the said John Coombs afterwards on the same day by his Indorsment on the same Note ordered the Contents thereof then wholly due & unpaid to be paid to the Pltf &c as in the Writ, The Pltf appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said John five pounds 16/8 1/2 of Lawfull money Damages and Cost of Court taxed at one pound 11/8 and thereof &c — Execon is 26th Mar 1768

Idem v Hancock &c

133 — George Pynchon of Springfield in the County of Hampshire Gent Pltf vs Abel Hancock yeoman & Jotham Hancock yeoman both of s.d Springfield Defts In a plea of the case for that the said Abel & Jotham on the twenty fourth day of August A D 1762 at said Springfield by their Note for Value rec promised said George to pay him three pounds 14/ Lawfull mony worth of Rye & Indian Corn at ready money Price by the first day of Janu

January then next with Interest till paid &c as in the Writ — 173
The Pltf appears by Jonathan Bliss Gent his attorney and the Deft. Syncken
being three times publickly called makes default of appearance vs
in Court — Therefore it is considered by the Court that the said Rancocke
George do recover against the said Abel and Jotham the sum of
four pounds 7/1½ of lawfull money damages and Cost of Court taxed
at one pound 13/6 & thereof he may have his Execon — Execon id 28 May 66

George Synchon of Springfield in the County of Hampshire Gent Idem
Pltf vs Joseph Kellogg of said Springfield yeoman Deft In a plea of vs
Case for that said Joseph on the twenty fifth day of Jany A Dom 1765 at said Kellogg
Springfield by his Note for Valued promised said George to pay him 134
three pounds 10/ lawfull money by the fifteenth day of April then
next ensuing with Interest &c as in the Writ — The Pltf appears by
Jonathan Bliss Gent his attorney and the Deft being three times
publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said George do recover
against the said Joseph the Sum of four pound 9/3½ of lawfull money
damages & Cost of Court taxed at one pound 11/2 & thereof &c Execon 26 May 66

Samuel Stone of Windsor in the County of Cumberland in Province of Stone
New York Gent Pltf vs Elizabeth Johnson of Shrewsbury in the County vs
of Worcester Gentlewoman the only surviving Executrix of the last Will Johnsons
and Testament of Caleb Johnson late of said Shrewsbury Gent Decd Exx 136
Deft In a plea of the Case for that said Caleb at Springfield aforesd
in his life Time on the tenth day of Feby A Dom 1766 in
Consideration that said Samuel at the special Instance & request
of said Caleb had laboured for and faithfully served him the said
Caleb in his life time for and during the whole Term of time from
the fifteenth day of Jany A Dom 1765 until said tenth day of February
aforesaid, assumed on himself and faithfully promised the same
Samuel that he the said Caleb would well and truly pay and content
to the said Samuel so much money as the said Samuel reasonably de
served to have for the Labour and Service by him said Samuel done and
performed as aforesaid, when he the said Caleb in his life time should be
afterwards thereto required, And the said Samuel avers that he reasonably
deserved to have for his said Labour and Service Eighteen pounds 12/
where of said Caleb in his life time there afterward Viz on the same day
and year last aforesaid had notice, and also for that said Caleb at Springfd
aforesaid in his life time on the same tenth day of Feby aforesaid was
justly indebted to him the said Samuel in the other Sum of Eighteen
pounds 12/ for other ~~Labour~~ Service before that time then done by said
Samuel for said Caleb Viz from said fifteenth day of January aforesd
to the said tenth day of February aforesaid at the special Instance &
request of said Caleb, & also in 5/ for a journey to Rutland for said Caleb
at his request before that Time done by said Samuel, & in Consideration
thereof said Caleb then and there in his life time assumed on him &c to pay

174
Stone
v
Johnson
Exr

Samuel saith to fully promised to pay him the two Sums cast afore on demand — Yet the said Caleb in his life time and the said Elizabeth after the Death of him the said Caleb not regarding the afore several Promises of the said Caleb but contriving and fraudulently intending him the said Samuel in this behalf craftily and subtilly to deceive and defraud, the aforesaid several sum of money or any part thereof, to the same Samuel altho often requested have not paid or any way contented but have hitherto absolutely refused to do it and the aforesaid Elizabeth still refuses to pay the same or any part there of to said Samuel — To the damage of the said Samr the Sum of thirty Pounds — The Pt appears by Joshua Upham Gent his Attorney and the said Elizabeth by Jonn Putnam Gent her Attr comes and defends &c and saith that this Writ and the Declaration therein contained are insufficient and bad and that the said Writ ought to be abated because she saith that the Pt in his Declaration aforesd hath demanded against the said Elizabeth as Exr of the said Caleb the same sum of Eighteen pounds 12/ twice over in the same Declaration for the same service being for service done by the said Samuel (as he saith) for the said Caleb in his life time between the fifteenth day of January in the year of our Lord 1765 and the tenth day of Feby Instant 1766 including the whole time whereby it appears that the said Samuel hath twice in the same Declaration demanded against the said Elizabeth the same sum for the same service and for serving of said Samuel serving and labouring for the said Caleb twice between the fifteenth day of Jany 1765 and the said tenth day of Feby 1766 including the whole of the time between the said fifteenth day of Jany and the said tenth day of Feby in each of said demands and as she saith for the same service which is absurd &c, all which the said Elizabeth is ready to verify Wherefore she prays judgment that the Writ aforesaid may be abated and she allowed her Cost &c

Thereupon the Premises being seen and fully understood by the Court of the Lord the King now here It is considered by the said Court that the aforesaid Writ of the said Samuel is good and therefore does not abate —

And the said Elizabeth by her aforesaid Attorney comes and saving her Plea aforesaid further defends &c and saith that the said Caleb never promised in manner and form as the Pt declares and thereof puts himself on the Country

And the said Samuel reserving to himself the Liberty of waiving this demurrer on the tryal on the appeal and then to join with issue tendered says that the said Elizabeth the Plea aforesaid is not sufficient in answer in Law to the within declaration and that he is not bound to reply thereto and prays Judgment for his damages and Costs

And the said Elizabeth saith her Plea aforesaid is sufficient and thereof prays judgment for her Cost

Thereupon the Premises being seen and by the Court of the Lord the King now here fully understood & it appears to the Court of the said Lord

Lord the King that the plea aforesaid of the said Elizabeth and the matters therein contained are sufficient in law to preclude the said Samuel from having his aforesaid action maintained against the said Elizabeth — Therefore it is considered that the said Samuel by his plea aforesaid have nothing but that for his groundless demand he be in mercy

175 — Stone vs Johnson Executrix —

It is also considered that the said Elizabeth do recover against the said Samuel the sum of one pound 13/ of lawfull money allowed her with her aforesaid for her Cost and Expences in defending the Suit of the said Samuel and thereof she may have her Execon

And the said Samuel by Jonathan Bliss Gent his Attr appeal from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the Fourth Tuesday of September next ensuing and he recognizes with Sureties as the Law directs for the said Samuels prosecuting the appeal with effect as by said recognizance on file it appears

Simeon Dwight of Western in the County of Worcester Esqr Pltf Samuel Wheeler of New Salem in the County of Hampshire yeoman Deft In a plea of the case for that said Samuel at Springfield on the sixth day of may Anno 1766 by his note of that date for Valued promised said Simeon to pay him or his order forty eight Shillings within five months from that time with Interest till paid, And also for that said Samuel by his other note for Valued promised Simeon to pay him or his order 3d/ on or before the twelfth day of Octr then next with Interest till paid And also for that said Samuel by his other note for Valued promised said Simeon to pay him or order the other sum of thirty seven Shillings on or before the twelfth day of Octr aforesaid with Interest &c as in the Writ — The Plt appears by Joshua Upham Gent his attorney and the Deft being three times publickly called makes default of appearance in Court

Dwight Esqr vs Wheeler 136

Therefore it is considered by the Court that the said Simeon do recover against the said Samuel the sum of six pound 13/ of lawfull money damages and Cost of Court taxed at two pound 4/0 and thereof &c — — — — — Execon is 23d Septr 1767

Simeon Dwight of Western in the County of Worcester Esqr Pltf Benjamin Parsons of Palmer in the County of Hampshire yeoman Deft In a plea of the case for that said Benjamin at Springfield on the second day of June Anno 1766 by his Note of that date for Valued promised said Simeon to pay him or his order two pounds 16/11½ within two months with Interest &c as in the Writ The Plt appears by Joshua Upham Gentleman his attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Simeon do recover against the said Benjamin the Sum of three pound 0/6½ of lawfull money damages and Cost of Court taxed at two pound 1/10 and thereof &c Execon is 23d Septr 1767

Idem vs Parsons 137

1766
Baldwin
v
Green
Tr3d

Jeduthan Baldwin of Brookfield in our County of Worcester Gent Ptf vs Caleb Green of South Springfield in sd County of Hampshire yeoman Deft In a plea of the case for that said Caleb at Springfield on sd 22d day of Feby 1766 by his note of that date for valued promised Jeduthan to pay him or his order four pounds 1/8 by 1st day of March then next with Interest, And also said Caleb on 1st day June last was justly indebted to said Jeduthan in sd sum of £7/3 for sundry Articles of Dut according to sd Account annexed to sd Writ & in Consideration thereof promised Jeduthan to pay him the same on demand &c as in the Writ — The Ptf appears by Joshua Upharr Gent his Attorney and sd Deft being three times publickly called makes default of Appearance in Court Therefore it is considered by the Court that the said Jeduthan do recover against the said Caleb the sum of four pounds 16/3½ of lawfull money damages and cost of Court taxed at two pound 4/8 & thereof he may have his Exn — Execon is 16th Nov 1767

Downer
v
Alvord
Tr39

William Downer of Lebanon in the Province of New Hampshire yeoman Ptf vs Elijah Alvord of south Hadley in sd County of Hampshire yeoman Deft In a plea of the Case for that said Elijah at Springfield on the first day of April last past was justly indebted to said William in the Sum of Eighteen Pounds 7/8 lawfull money according to the Act annexed to the Writ &c as in the Writ — The Ptf appears by ~~Baptram~~ Moses Bliss Gent his Attorney and the said Elijah being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said William do recover against the said Elijah Eighteen pound 7/8 of lawfull money damages and cost of Court taxed at three pound 3/8 and thereof &c Execon is 15th Sept 1767

Dwight & al
vs
Newton
Tr45

Josiah Dwight Esqr and Jonathan Dwight Shopkeeper both of Springfield in the County of Hampshire Ptfs vs Silas Newton lately of Wilbraham in said County yeoman Deft In a plea of the Case for that said Silas at said Springfield on the sixth day of Jan last past by his note of that date for valued promised said Josiah Dwight and Jonathan to pay them four pounds 18/3 lawfull money on demand with Interest And also for that said Silas on sd fourth day of May last past was justly Indebted to said Josiah and Jon[a] in sd sum of twenty two Shillings like money according to the Account annexed to the Writ &c as in sd Writ The Ptfs appears by Moses Bliss Gent their Attorney and the Deft being three times publickly called to come into Court makes default of appearance here
It is therefore considered by the Court that the said Josiah & Jonathan do recover against the said Silas the sum of six pounds 4/11¼ of lawfull money damages & cost of Court taxed at one pound 11/8 & thereof they may have Ex — Execon is 23d Sept 1767

Pease
vs
King
Tr2

Ephraim Pease of Enfield in sd County of Hampshire Gent Ptf vs Jarmen as King lately of Windsor in the County of Hartford & Colony of Connecticut yeoman now residing at Springfield Deft in a

Plea of the Case for that said Parmenas at said Springfield V 17
on the fifth day of March Dom^i 1768 by his note for Value Rec^d
promised said Ephraim to pay him ten pounds of lawfull money
on Demand with Interest, And Also for that said Parmenas at
said Springfield on 1st first day of March last past was justly indebted Ephraim
to said Ephraim in the Sum of forty nine shillings & six pence vs
lawfull money &c as in the Writ — The Plt appears by Moses King
Bliss Gent his Attorney and Richard Woolworth who was Bail
for said Parmenas now comes and brings said Parmenas and
prays to be discharged and it is ordered that said Richard Parmenas be
Discharged and the said Parmenas be committed agreable to one
Statute of this Province — The s^d Parmenas tho^s Stanwood three times publicly called
to come into Court makes default of appearance here
And It is considered by the Court that the said Ephraim do recover
against the said Parmenas the Sum of seven pounds 5/2½ of lawfull
money damages and Cost of Court taxed at one pound 12/ & thereof &c
Execon is^d 15th Septr 1767

Richard Alsop of Middletown in the County of Hartford and Colony of
Connecticutt Shopkeeper Plt vs Thomas Smith of Westfield in County Alsop
of Hampshire yeoman Deft, In a plea of the Case for that s^d Thomas at vs
Springfield on the fifth day Day of Decem^r last past was justly indebted Smith
to said Richard in the Sum of seven pounds 15/ lawfull money for a Bond V 43
of Sugar delivered him the said Thomas by the said Richard at his the said
Instance and request according to the Tenor annexed to the Writ &c as in
the Writ — The Plt appears by Moses Bliss Gent his Attr and the Deft
being three times publickly called makes default of appearance in
Court — Therefore it is considered by the Court that the said
Richard do recover against the said Thomas Seven pounds 15/ lawfull
money Damages & Cost of Court taxed at two pound 6/ & thereof &c
Execon is^d 15th Septr 1767

Jonathan Dwight of Springfield in the County of Hampshire shopkeeper Dwight
Plt vs Samuel Sherman and Thomas Andrews both of Ware in said County vs
Husbandmen Defts In a plea that the said Samuel and Andrew render Sherman &c
to the said Jonathan £400 which to him they owe and from him V 44
unjustly detain and whereon said Jon^a says that they at Springfield
on the seventeenth Day of June 1766 by their certain Bond well
Executed whose date is the day and year last aforesaid which Bond the
Jonathan brings into Court bound themselves to the said Jon^a in the
aforesaid Sum to be paid to the said Jon^a on demand &c as in the Writ
The Plt appears by Moses Bliss Gent his Attr and the said Defts being
three times publickly called to come into Court make default
of appearance here
Therefore it is considered by the Court that the said Jonathan do
recover against the said Samuel and Thomas the Sum of £214 ll 10, of
lawfull money Debt and Cost of Court taxed at one pound &/ & thereof &c
Execon is^d 12th Septr 1767

Thomas Auston in the County of New York & Colony of New York
of the City of New York Merchant Plt vs Alexander
McLean of the City of New York aforesaid Merchant Deft In a plea that he render Auston
to the said Thomas five Hundred and seventy Pounds 1/ which he owes vs
to the said Thomas and from him unjustly detains & whereon the said McLean
V 45

1768

Duston
vs
McLean

Thomas says that he the said Thomas before our adjourned County Court holden at Hartford within our County of Hartford in the Colony of Connecticutt on the third Tuesday of June 1766 by the Consideration of the Justices of the same Court recovered Judgment against the the said Alexander for the sum of five Hundred and sixty five pounds 10/10 currant money of our said Colony of New York which the said Thomas says is equal in Value to four Hundred and twenty four pounds of lawfull money Debt which he the said Alexander owed to the said Thomas and for four pounds lawfull money for his Costs and Charges by him about his Suit in that behalf expended where of the said Alexander is convict as by the Record and proceedings thereof in our said County Court remaining manifest may which Judgment he the said Thomas says as yet remains in it is full force not reversed annulled or any way discharged satisfied or paid & altho he the said Thomas sued out a Writ of Execon on the Judgment aforesaid recovered in form aforesaid against the said Alexander, yet the return day thereof hath long since been past and no part of the Sums aforesaid hath ever been levied or paid thereon but the same Execon remains wholly unsatisfied from whence Action hath accrued to the said Thomas to have and recover the sums aforesaid of the Judgment of the said Alexander Nevertheless the the said Alexander tho often requested hath never paid the said Thomas the aforesaid sum or any penny thereof but hitherto hath and still neglects and refuses to pay him the same & Damage of the said Thos Six Hundred Pounds — The Plt appears by moses Bliss Gentleman his Attorney and for as much as it appears to the Court that the said Alexander at the time of the Service of this Writ was out of the Province It is therefore considered that the said Parties have a further Day in this Court of the Lord & King here until the second Tuesday of Nov next ensuing —

Bull
vs
Chapin
Det

Aaron Bull of Hartford in the County of Hartford and Colony of Connecticutt Gent Plt vs Henry Chapin of Springfield in the County of Hampshire Gentleman Deft In a plea of the Case for that said Henry at said Springfield on the fifth day of November Dom 1765 by his note of that Date for value rec promised said Aaron to pay him or Cause by this note of that Date for value rec promised said Aaron to pay him or Cause to be paid to him Nine pounds 6/2¾ lawfull money on demand with Interest till paid &c as in sd Writ The Plt appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by sd Court that the said Aaron do recover against said Henry the Sum of nine pounds 6/2¾ lawfull money damages and Cost of Court taxed at two pound 0/4 and thereof he Execon Issued 15th Sept 1767

Bliss
vs
Graves
Det

Jedediah Bliss of Springfield in sd County of Hampshire Gent Plt vs Roswell Graves of Granville in said County yeoman Deft In a plea of the Case for that said Roswell at said Springfield on the first day of May 1760 by his note of that date for value rec promised said Jedediah to pay him two pounds 7/11 on demand with Interest &c as in the Writ — The

The Pl appears by Moses Bliss Gentleman his Attorney and the said Coswell being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Jedediah do recover against the said Coswell the sum of two pounds fourteen shillings and five pence three farthing of lawfull money damages and Cost of Court taxed at one pound 14/8½ there of &c

Exec.on Issued 15th Sept 1767

Richard Nichols of Hartford in the County of Hartford and Colony of Connecticutt yeoman Pl vs Oliver Partridge of Hatfield in said County of Hampshire Esq Deft In a plea of Trespass on the Case (Set forth in d declaration of the Writ in these words viz) for that whereas one Jonathan Phelps of Northampton in said County of Hampshire on the thirteenth day of July Dom 1762 being indebted to said Richard in the Sum of nineteen pounds lawfull money by his note of that of that date for value rec promised said Richard to pay him said Richard the same sum in two months from the date of said Note with Interest for the same till paid, & also afterwards to wit on the first day of Oct Dom 1762 was further indebted to said Richard in the Sum of twelve pounds and four pence like money And afterwards to wit on the tenth day of Oct Dom 1762 he the said Richard being minded to recover his said Debts of the d Jonathan they being then wholly due and unpaid purchased and sued out of the Clerks office of our said Inferiour Court our certain Writ of attachment of that date against him d Jonathan Phelps in due form of Law directed to the Sheriff of our said County of Hampshire his undersheriff or undersheriff or deputy whereby we commanded our Sheriff of our said County his undersheriff or Deputy to attach the Goods or Estate of the said Jona Phelps to the Value of thirty five pounds and for want thereof to take the Body of d said Jonathan Phelps and him safely keep so that he should have him before our Justices of our Inferiour Court of common Pleas then next to be holden at Northampton within and for our said County of Hampshire on the second Tuesday of November then next then and there in our said Court to answer to the said Richard in a plea of the Case for his the d Jont not performing his certain promise to pay him d said Richard d Sum of d said Note and d Interest thereof, & also the said Sum of twelve pounds and four pence which he the said Jonathan owed to the said Richard according to the Act annexed to d Writ to the Damage of d said Richard £35 and that he should have there at our said Court the said Writ & his doings thereon as by the said Writ on file in the Clerks Office of our said Inferiour Court remaining manifestly appears — & afterwards to wit on the same tenth day of Oct at said Springfield he the said Richard delivered the same Writ aforesaid to one George Hitchcock then an undersheriff or Deputy under s.d Oliver Partridge Esq.r then and ever since Sheriff of our said County of Hampshire to be duly served and Executed according to Law and he the said Richard then and there particularly ordered & directed him d George Hitchcock in the service thereof to attach and secure sufficient Estate to answer

V19

Bliss vs Graves

Nichols vs Partridge Esq.r

1 4 d

Nichols vs Partridge

Answer and satisfy the judgment which he the said Richard aforesaid should or might recover of & against the said Jonathan on this said suit and the said Richard says that the said Jonathan Phelps then and afterward until and at the time of the Service of the said Writ had and was possessed of Goods and Estate both real and personal to wit at Northampton aforesaid which might have been found and attached by the said George Hitchcock in the Service of the said Writ and also the Body of the said Jonathan might have been taken and arrested by him the said George then and at the time of the Service of ye said Writ to wit at said Northampton nevertheless he the said George Hitchcock the duty of his office not regarding but contriving and intending to injure him the said Richard and deprive him of the whole Benefit of his said Suit and prevent his recovering his Debts aforesaid and cause the same to be wholly lost there at said Northampton afterwards to wit on the thirtieth Day of Octr aforesaid served and Executed the said Writ by attaching only a Chair the Estate of the said Jonathan Phelps being a thing of little or no Value and did not attach the Goods or Estate of the said Jonathan to the Value of thirty five pounds or take the Body of the said Jonathan as by ye said Writ he was commanded altho' both the Goods and other Estate of said Jonathan by much more than that Value of the said Jonathan were then and there seen and found by the said George and might have been attached then and there by him the said George and also the Body of the said Jonathan then at the time of his serving the said Writ was seen and might have been then and there taken and arrested by him, he the said George then well knowing that the said Chair by him attached as aforesaid in ye Service of the said Writ was not of the Value of thirty five pounds and not more than of the Value of ten shillings and also that sufficient Estate of the said Jonathan might have been ~~have been~~ attached by him in the Service of the said Writ And the said Richard further says that the said Chair attached by said George as aforesaid was by him negligently left in ye Hands & possession of him the said Jonathan and could not after be found & taken upon the Execution afterwards awarded to him the said Richard upon ye Judgment by him afterwards recovered against said Jon^a upon the suit aforesaid and afterwards to wit at our said Inferiour Court held at s^d Northampton within and for our said County of Hampshire on the second Tuesday of November he the said George Hitchcock being then under Sheriff or Deputy to said Oliver as aforesaid made return of the same Writ into said Court with his doings thereon Indorsed on the Back of said Writ in the form and to the effect following to wit) Hampshire ss Oct^o 30th 1782 then by Virtue of this Writ I attached a Chair ye Estate of the within named Defendant and left a summons at his dwelling House for his appearance George Hitchcock Dep^y Sheriff as by said return of said George of record appears which return of the said George he the said Richard says was altogether insufficient in Law and afterwards at the same Court the said Richard appeared and entered and prosecuted his said Action against said Jonathan

in our Inf. Court remaining with the

where

Whereupon it was so proceeded that he the said Richard by the
Judgment of the Justices of our said Court recovered against said
Jonathan thirty two pounds 10/ money for his damages which
he had sustained by occasion of the Premises and two pounds 3/6
for his Costs and Charges of Suit from which Judgment he the
said Jonathan appealed to our Superiour Court of Judicature
then next to be holden at Springfield within our said County
of Hampshire and for our Counties of Hampshire and Berkshire
on the fourth Tuesday of September then next following when &
where he the said Richard by the Judgment of our said Superiour
Court recovered against the said Jonathan thirty three pounds
8/ lawfull money damages & four pound 6/ like money for his
Costs of Suit as by the respective Recds in our said Courts remain
respectively manifestly appears and afterwards to Wit on the
Eighth day of Octo 1764 he the said Richard sued out our Writ of Exn
of that date upon the said Judgment last aforesaid from the
Clerks office of our said Superiour Court in due form of Law and
delivered the same Execon afterwards to wit on the fifteenth day
of Octo at said Springfield to one Moses Miller then Constable —
under Sheriff or Deputy under the said Oliver Partridge then & still
Sheriff of our said County of Hampshire to be served and executed
according to law and afterwards to wit at the End of six months
from the date thereof at which time our said Writ of Execon
was returnable into the Clerks office of our said Superiour Court the
the said Moses Miller under Sheriff or Deputy to the said Oliver as aforesd
made return of and upon our said Writ of Execon that he the said Moses
Miller had made diligent Search and that he could not find any Estate
or the Body of the said Jonathan Phelps within this Precinct
as appears by the return of the said Moses of record in our Supe
=riour Court remaining and the said Richard further says
that after the time of the service of the said Original Writ
or Process aforesaid by the said George Hitchcock to wit on the
twentieth of said February Anno 1764 and before said final Judgmt
recovered by the said Richard as aforesaid at our said Superiour
Court at said Northampton he the said Jonathan Phelps said
and became and was Insolvent Person and all his said Jonathans
Estate and effects whatever were then and there attached siezed secured
by his the said Jonathans other Creditors for the payment of their
just Debts and the said Jonathan then and ever since hath secreted
and Concealed himself to prevent his being arrested by our Officers
and Ministers of Justice for the Debts which the said Jond still owes
and the said Jonathan ever since hath been and still continues Insolvent
Person and unable to pay his just Debts neither hath he said Jond
ever since had and now hath not any Estate whatever to satisfy said same
And the said Richard says that the said final Judgment by him recov
=ered against said Jonathan as aforesaid still remains in its full force
not reversed or annulled and that he the said Richard hath not had
any Satisfaction for the same or any part thereof but the sum of said
said Judgment are wholly unpaid and that Mrd his the said George

Nichols
vs
Partridge
Esqr

1782

Nichols
vs
Partridge Esqr

Hitchcocks negligence and misdoing in not attaching sufficient goods or Estate of the said Jonathan as in and by our said Original Writ or Procep he was commanded, he the said Richard hath wholly lost his Debts aforesaid and his damages and also hath lost the Whole Benefit of his said Suit and been put to great Costs and Charges in and about the same to no purpose and he the said Richard says that said Oliver Partridge Esqr the Superiour Officer is answerable liable in Law for the negligencies, Omissions, Missoings of the said George Hitchcock his said Deputy or undersheriff in this Office all which is to the damages of the said Richard Nichols as he saith Forty Pounds The Def appears by Moses Bliss Gent his Attorney and the Deft by John Worthington Esqr his Attorney comes and defends and reserving to himself the Liberty of altring this Plea on the tryal of the Appeal now pleads and says that he never promised in manner as the Pltf in his Declaration has alledged and thereof puts himself on the Country And the said Richard by his Attorney aforesaid consenting says that the Defts Plea above pleaded and the matters therein contained is an insufficient answer to his Declaration and that he is not holden by the Laws of the Land to answer thereto all which he is ready to prove and thereof prays Judgment and Judgment for his damages & Costs And the said Oliver says his Plea is sufficient & thereof prays Judgment Thereupon all and singular the premises being seen fully understood by the Court of the Lord the King now here for that it appears to said Court that the Plea aforesaid of the said Oliver by him in manner and form above pleaded and the matters therein contained are not sufficient in Law to preclude the said Richard from ~~having his~~ and proceeding in his said Action against the said Oliver or from his damages aforesaid

Therefore it is considered by the Court that the said Richard do recover against the said Oliver the sum of Forty Pounds of lawfull money damages and Cost of Court taxed at two pounds & Thereof &c The said Oliver by his said Attorney appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the Law direct for the said Olivers prosecuting the appeal with effect as by said recognizance on file appears

Pynchon
vs
Parsons
1782

George Pynchon of Springfield in s County of Hampshire Gent Pltf in a plea of the case for that said Aaron Parsons of said Springfield yeoman Deft In a plea of the case for that said Aaron at said Springfield on the fourth day of August current by his Note of that date for Value rec'd promised said George to pay him thirty pounds & Interest and reasonable Costs — The Attachment was made by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default Therefore it is considered by the Court that the said George do recover against the said Aaron Thirty Pounds 11/2½ of lawfull money damages and Cost of Court taxed at one pound 8/2 and thereof he Escon to 2d Tuesday Oct 1787

George Pynchon of Springfield in the County of Hampshire Gent Plt vs Jenas Parsons of said Springfield yeoman Deft In a plea of the Case for that whereas said George and Jenas at said Springfield on the twenty second day of July Instant accounted together of and concerning divers sums of money there before that time due and payable by said Jenas to said George then in arrear unpaid and upon such account so stated between them said George & Jenas as aforesaid said Jenas was found in arrear to said George the sum of Eleven pounds 8/2½ Lawfull money & in consideration thereof said Jenas by his certain writing promised said George to pay him the same sum on demand with Interest &c as in the Writ

The Plt appears by Moses Bliss Gent his attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Jenas the sum of Eleven pounds 11/3/4 Lawfull mony damages and cost of Court taxed at one pound 12/2 and thereof &c

Excon is 2d Octr 1767

103
Pynchon
vs
Parsons
151

Lydia Hitchcock of Springfield in County of Hampshire Spinster Plts Ebenezer Bliss 2d of said Springfield yeoman Deft In a plea of the case for that said Ebenezer at said Springfield on the second day of Septr A Dom 1766 by his note for Valuerec promised said Lydia to pay her three pounds 4/10 money on demand with Interest &c as in the Writ

The Plt appears by Moses Bliss Gentr his attorney and the Deft being three times publickly called makes default of appearance here

Therefore it is considered by the Court now here that the said Lydia do recover against the said Ebenezer three pounds 10/2½ of lawfull mony damages and Cost of Court taxed at one pound 3/8 and thereof &c

Hitchcock
vs
Bliss 2d
152

Jedediah Bliss of Springfield in County of Hampshire Gent Plt vs Luke Hitchcock of said Springfield yeoman Deft, In a plea of the case for that said Luke at said Springfield on the sixth day of May Anno 1766 by his note of that date for Valuerec promised said Jedediah to pay him twenty seven pounds 1/8 on demand with Interest &c as in the Writ

The Plt appears by Moses Bliss Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Jedediah recover against the said Luke the sum of twenty nine pounds 4/3¼ of lawfull money damages & Cost of Court taxed at one pound 11/4 and thereof &c

Excon is 15th Septr 1767

Bliss
vs
Hitchcock
153

Jedediah Bliss of Springfield in the County of Hampshire Gentr Plt vs Thomas Goldthwait of said Springfield yeoman Deft In a plea of the Case for that said Thomas at said Springfield on the seventeenth day of April Anno 1766 by his certain promisory note of that date for Valuerec promised one Zachariah Warner Junr to pay him forty seven shillings & seven pence lawfull money with Interest and afterwards to wit on the first day of April last past Zachariah by his Indorsment ordered him the said Thomas to pay the contents of said Note then wholly due and unpaid to the said Jedediah of all which said Jedediah then afterward Instantly gave the said Thomas notice by means whereof he the said Thomas became and was liable and Chargeable in Law to pay the Contents of the said note to the said

Allen
&
Goldthwait
154

104 Bliss vs Goldthwait

Jedediah on demand and he the said Thomas in consideration thereof then and there promised the said Jedediah to pay him the same according on demand &c as in the Writ —— The Plt appears by Moses Bliss Esqr his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Jedediah do recover against the said Thomas the sum of two pound 11/7 of lawfull money damages and Cost of Court taxed at one pound 11/4 & therefore &c —— Execon is 19th Sept 1767

Bliss vs Stedman 155

Moses Bliss of Springfield in the County of Hampshire Gent Pltf Thos Shinehas Stedman of said Springfield yeoman Deft In a plea of the Case for that said Shinehas at said Springfield on the eleventh day of Feby last past by his note of that date for value rec promised one George Hitchcock to pay him or his order three pounds lawfull money on demand with the lawfull Interest and afterwards to wit on the fourth day of August instant, the said George then at said Springfield assigned the same note to the said Moses Bliss by his Indorsment on the Back of said note directed and ordered him said Shinehas to pay the contents of said note then due and unpaid to the said Moses Bliss or his order of all which he the said Moses Bliss there afterwards to wit on the sixth day of August instant gave said Shinehas notice, and in Consideration thereof said Shinehas promised Moses Bliss to pay him the same accordingly on demand &c as in the Writ —— The Plt appears in his proper person and the Deft being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court now here that the said Moses do recover against the said Shinehas two pound 2/8¾ of lawfull money damages and Cost of Court taxed at one pound 12/ & therefore &c —— Execon is 24th Sept 1767

Rynchon vs Stockwell 156

George Rynchon of Springfield in the County of Hampshire Gent Pltf vs Timothy Stockwell of said Springfield yeoman Deft in a plea of the Case for that said George and Timothy at said Springfield on the twentieth day of Sept last past accounted together of and concerning diverse sums of money there before that time due and payable by said Timothy to the said George then in arrear and unpaid and upon such account stated the said Timothy was — then and there found in arrear to said George in the sum of twelve pounds 10/9¾ lawfull money and being so found in arrear said Timothy in Consideration thereof promised said George to pay him the same on demand; And also for that said Timothy then and there being Indebted to said George in one other sum of twelve pounds 10/9¾ for diverse wares and merchandizes before that time sold and delivered by the said George to the said Timothy and in consideration thereof said Timothy promised said George to pay him the same sum last mentioned on demand &c as in the Writ —— The Plt appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court —— Therefore It is considered by the Court That the said George do recover against the said Timothy the sum of thirteen pounds 5/8½ of lawfull money damages and Cost of Court taxed at one pound 12/10 and therefore &c

Execon is 23d Octo 1767

Idem vs Leonard 157

George Rynchon of Springfield in the County of Hampshire Gent Pltf vs Joseph Leonard and George Leonard of said Springfield yeomen Defts In a plea of the Case for that said Joseph and George Leonard at said Springfield on the second day of May A.D. 1766 by their note of that date for value rec promised said George to pay him twenty eight Pounds of lawfull money within six months from the date

Date of said note with lawfull Interest for the same till paid & cast in d Writ
The Pl^tf appears by Moses Bliss Gent^r his Attorney and d Deft^s being three
times publickly called make default of appearance in Court

Therefore it is considered by the Court that the said George the Plaintiff do recover
against the said Joseph and George Leonard the sum of thirty pounds 14/5¼
of lawfull money damages & Cost of Court taxed at one pound 13/4 and thereof &c
Exec^on is 23^d Oct^o 1767

185
Pynchon
v^s
Leonards

George Pynchon of Springfield in the County of Hampshire Gent^r Pl^ff
Benjamin Wait of said Springfield yeoman Deft In a plea of the case for
that said Benjamin at S. Springfield on 19th day of August Dom 1762 by
his Note of that date for Value rec^d promised said George to pay him twenty pounds
six shillings lawfull money on demand &c as in the Writ — The Pl^ff appears
by Moses Bliss Gent^r his Attorney and d Deft being three times publickly
called makes default of appearance in Court

Idem
v^s
Wait
1763

Therefore it is considered by the Court that the said George do recover
against the said Benjamin the sum of twelve pounds 4/10½ of lawfull
money damages and Cost of Court taxed at one pound 11/2 and thereof &c
Exec^on is^d 23^d Oct^o 1767

Caleb Hitchcock of Brookfield in the County of Worcester yeoman
Administrator of all and singular the goods and Chattles rights and Credits
of Pelatiah Hitchcock Saddler Lately of Springfield Dec^d Pl^tf vs Noah Brooks
of Springfield in the County of Hampshire yeoman Deft In a plea of d
Case for that said Noah at said Springfield on the ninth day of November
Dom 1759 by his note of that date for Value rec^d promised Pelatiah
to pay him one pound seventeen shillings and fourpence lawfull mony
within one month from the date of s^d Note And also for that whereas
one Robert Watson heretofore to wit on twenty third day of may Ao 1760
made and executed his certain promissory note under hand of the said
Robert of that date to the said Noah and delivered d said Note to s^d
Noah and thereby for Value rec^d promised said Noah to pay him
three pounds within three months after date of said Note together
with the lawfull Interest for the same till paid & afterwards to wit on
the same twenty third day of May aforesaid at said Springfield he
the said Noah by his Indorsment on d Back of said Note with his own
proper hand subscribed, assigned the said Note to the said Pelatiah then
living for the Value thereof of him rec^d and thereby directed and ordered
him the said Robert Watson to pay him the said Pelatiah ~~the~~ or his order
the Contents of said Note then wholly unpaid according to the Tenor of
the same note for the Value thereof of him rec^d and afterwards to wit at the end of
three months from d Date thereof he the said Pelatiah then living —
shewed the same note with the Indorsment aforesaid on d Back thereof
to the said Robert Watson and then and there requested him d said Robert
Watson to pay him the said Pelatiah d Contents of the said Note according
to the Tenor thereof and of the Indorsment aforesaid nevertheless he the said
Robert did not pay him the said Pelatiah d same or any penny thereof but
then and there altogether neglected and refused to pay him the said Pelatiah the
same of all which afterwards to wit the said Noah on the first day of Septr then next at
Springfield he the said Pelatiah gave the said Noah notice by reason of all
which he the said Noah became liable and Chargeable by Law to pay
him the said Pelatiah d Contents of the same note on demand and
accordingly he the said Noah in Consideration thereof the s^d and there

Hitchcock
Adm^r v.
Brooks
1764

Nb
Hitchcock
Gadd vs
Brooks

promised said Pelatiah to pay him the same on demand And also
for that whereas vd Robert Watson at said Springfield on the same twenty
third day of May aforesaid made and delivered to the said Noah one
other promissory note under his hand of that date and thereby
promised said Noah to pay him said Noah one other sum of three pounds
like lawfull money in three months from the date of said note last
mentioned with the lawfull Interest for the same from vd Date thereof
till paid and afterwards to wit on the tenth day of September then next
following there at Springfield Communication was had between vd said
Pelatiah and said Noah concerning his vd said Pelatiahs selling and
delivering To the said Noah a certain Saddle for the same note last
mentioned and thereupon it was then and there agreed between vd said
Pelatiah and the said Noah that he vd said Noah should sell and assign
over to the said Pelatiah the same note last mentioned for vd same Saddle
and that he vd said Noah should warrant ~~and defend~~ vd same Note to
to vd said Pelatiah and that in case the mony due and payable could
not be had and recovered of the said Oliver by the said Pelatiah that then
he the said Noah should pay him vd said Pelatiah vd same & thereupon he
the said Pelatiah then and there delivered said Saddle to said Noah in
Consideration thereof said Noah then and there assigned vd same note to vd
said Pelatiah and then and there promised said Pelatiah that he vd said
Noah would truly content and pay him vd said Pelatiah the content
of vd same note if so be and in case he vd said Pelatiah could not afterwards
could not afterwards recover, obtain & receive the same of said Oliver Watson
and the said Caleb the Pltf in fact say that he vd said Pelatiah in his life
time never afterwards could recover, obtain or receive vd Contents of vd said
note or any Part thereof of said Oliver Watson and no part of the Contents
of said Note was ever pd by the said Oliver to the Pelatiah in his life time
neither could he the said Caleb after the Death of the said Pelatiah ever
recover or receive vd same or any part thereof said Noah and the same Note
is wholly unpaid tho he the said Pelatiah in his life time and vd said
Caleb after his the said Pelatiah his death have endeavoured by all ways they
could to recover, obtain & receive vd Money due and payable on the said Note
of the said Oliver Watson to wit at Springfield but the said Oliver ever
after was and still continues an Insolvent Debtor and unable to pay his
Debts of all which he vd said Noah had notice to wit at said Springfield on
the first day of August then next following and so was and still liable
and chargeable to pay the said Pelatiah in his life vd Contents of said Note
last mentioned Nevertheless he the Noah tho often requested hath not
paid either of the Sums aforesaid or the Contents of said note last mentioned
or any Part thereof either to said Pelatiah in his life time or to vd Pltf said Caleb
since his vd said Pelatiah his Death but hitherto hath and still neglects and
refuses to pay the same To the damage of vd said Caleb Eight Pounds

The Parties by Messrs Moses Bliss Gent and Jonathan Bliss Gent
their attornies come into Court and agree to submit the Case to vd final
determination of Messrs Nathaniel Brewer Benj Wait & Thomas Stebbins
or any two of them Arbitrators mutually elected by said Parties
And the said Parties Continued &c

Theophilact Bache of the City of Newyork in the County of Newyork & Colony of Newyork Merchant Pltf vs George Pynchon of Springfield in the County of Hampshire Gentleman Deft In a plea of Trespass on the Case for that whereas the said George Pynchon at Springfield on the fifth day of August Dom 1766 by his certain promissory Note of that date for value rec'd promised said Theophilact to pay him three Hundred and fifty six pounds 16/ Current money &c as in the Writ — The said Theophilact being three times publickly called to come into Court and prosecute his Action is Nonsuit and the said George likewise defaulted and the Action accordingly Dismissed

1767
Bache
vs
Pynchon
165

George Pynchon of Springfield in the County of Hampshire Gentleman Pltf vs Daniel Hancocks of said Springfield yeoman Deft In a plea of the Case for that said Daniel on the sixteenth day of Jan'y 1762 at Springfield aforesaid by his note of that date for value rec'd promised the said George to pay him the said George to pay him four pounds 1/3 money on demand with lawfull Interest &c till paid &c as in sd Writ — The Pltf having been called & the nonsuit afterwards comes & humbly moves he may further prosecute it is granted & the Pltf appears by in his proper person, and the Deft being three times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Daniel the sum of three pounds 7/4½ of lawfull money damages and cost of Court taxed at one pound 5/ & thereof he may have his Exc'on — Exc'on is 21st Sept'r 1767

Pynchon
vs
Hancocks
166

George Pynchon of Springfield in the County of Hampshire Gent Pltf vs John Barber Junr of said Springfield yeoman Deft In a plea of the Case for that the said John Junr on the seventh day of August Dom 1767 at Springfield aforesaid by his Note of that Date for value rec'd promised said George to pay him four pounds 10/ lawfull money on demand with Interest &c as in the Writ — The Pltf being three times publickly called to come into Court and prosecute his said Action is Nonsuit and the Deft likewise defaulted, afterwards at sd Pltf's motion the entry of sd Nonsuit is taken off and it is considered that the Pltf be allowed to come into Court and prosecute his Action — And it is likewise considered that the said George do recover against sd John Barber four pounds 2/10/ of lawfull money damages and cost of Court taxed at one pound 5/7 and thereof &c Exc'on is 21st Sept'r 1767

Idem
vs
Barber
167

Samuel Neave of the City of Philadelphia and Province of Pensylvania Merchant Pltf vs Samuel Murray Lately of Mansfield in our County of York and Province of Philadelphia yeoman now residing at Rutland in the County of Worcester Deft In a plea that he the said Samuel Murray render to said Samuel Neave two Hundred and forty one pounds 0/ lawfull money which he oweth and from him unjustly detains and whereon sd said Samuel Neave says that the said Saml Murray at said Springfield on the fourteenth day of Feb'y Dom 1768 by his Bond in Court ready to be produced bound himself in sd Sum of two Hundred & forty one pounds 0/ to be paid him sd said Saml Neave on demand &c as in the Writ

Neave
vs
Murray
168

The Pltf appears by John Worthington Esq'r and sd Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Samuel Neave do recover against the said Saml Murray seventy nine pounds 0/ of lawfull money Debt and 11/ damages and cost of Court taxed at four pounds 11/ and thereof he may have his Exc'on Exc'on is 24th Sept'r 1767

1768 Partridge vs Fuller Plq

Oliver Partridge of Hadfield in the County of Hampshire Esqr Pltf vs Thaddeus Fuller of Weston in the County of Middlesex yeoman Deft In a plea that said Thaddeus render to said Oliver one Hundred & six pounds B/f which to said Oliver he owed and from him unjustly detains and whereon said Oliver says that at said Springfield on ye twenty ninth Day of april in ye fifth year of the Reign of King George the third the said Thaddeus by his Bond of that date in Court to be produced bound himself to ye said Oliver in ye sum of fifty three pounds L/D to be paid him on demand Also ye said Thaddeus ye same twenty ninth day of April in the same year of the same Reign by his other Bond of that date bound himself to ye said Oliver in another sum of fifty three pounds L/D to be paid him on demand &c as in the Writ — The Pltf appears by John Worthington Esq his Attorny and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that ye said Oliver do recover against ye said Thaddeus the sum of Sixty pounds Seventeen Shillings and ten pence of lawfull money Debt and cost of Court taxed at two pound 13/7 & thereof &c Cacon is 21st Sept 1767

Leonard vs Webb 1767

Benjamin Leonard Junr of Springfield in ye County of Hampshire yeoman Pltf vs Samuel Webb of Murrayfield in ye County aforesd yeoman Deft In a plea of the case for that said Samuel at ye Springfield on the eighth day of August Anno 1766 by his note of that date for value rec promised said Benjamin to pay him three pounds 10/9 on demand with Interest &c till paid &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Benjamin do recover against the said Samuel four pound 3/9¼ of lawfull money damages & cost of Court taxed at one pound 4/8 and thereof &c — Cacon is 28th Sept 1767

Chapin vs King 1767

Jeremiah Chapin of Springfield in ye County of Hampshire yeoman Pltf vs Parmenas King late of Windsor in ye County of Hartford and Colony of Connecticut yeoman Deft, In a plea of the case for that ye said Parmenas at said Springfield on ye fourth day of June Anno 1765 by his note of that date for value rec promised one Nathaniel Chapin to pay him or his order fourteen pounds 12/7 on demand with Interest And afterwards Viz ye same Day at said Springfield said Nathaniel by his Indorsment ordered ye Contents of said Note to be paid to ye said Jeremiah of all which the said Parmenas Instantly had notice, and in consideration thereof promised said Jeremiah to pay him ye same accordingly on demand &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and ye Deft being three times publickly makes default of appearance Afterwards Richard Woolworth of Springfield who was Bail for ye said Parmenas comes into Court and brings ye said Parmenas and prays to be Discharged, And it is ordered that the said Woolworth be discharged and the said Parmenas committed agreable to one Statute of this Province And it is likewise considered that the said Jeremiah do recover against ye said Parmenas Seventeen pounds 14/7½ of lawfull money Damages and one pound 16/6 cost of Court & thereof &c — Cacon is 21st Sept 1767

Lanelots Exr vs Glover 1772

Sarah Lancelot of Wethersfield in ye County of Hartford and Colony of Connecticut Widow and Gentlewoman Executrix of the Last Will and

Testament of Samuel Lancelot late of Westhrookfield yeoman Decd
Pltiff vs Samuel Glover of Wilbraham in ye County of Hampshire
yeoman Deft, In a plea of ye Case for that said Samuel Glover at said Springfield
on ye Twentieth Day of Sept. Anno 1764 being justly indebted to ye said
Samuel Lancelott the onliving in ye Sum of Six pounds 5/ according
to ye Account annexed to the Writ, and in Consideration thereof
promised said Saml Lancelott to pay him ye Same on demand &c as in Writ
The Pltiff appears by John Worthington Esqr her Attorney and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Sarah in her Capacity aforesaid do recover
against the said Saml Glover the Sum of six pounds 5/ of lawfull money
Damages and Cost of Court taxed at two pounds 2/9 and thereof &c
Lacon id 21st Sept. 1767

1767
Lancelot Exr vs Glover

John Averell of Westminster in ye County of Cumberland and Provinc
of New York yeoman Pltiff vs Elijah Alvord of South Hadley in ye County of
Hampshire yeoman Deft — In a plea of the Case for that said Elijah at
said Springfield on ye ninth day of June Anno 1764 by his note of that
date for Value rec promised said John Averell to pay him ye Value of
forty five pounds in English and West India Goods by ye first day of Sept
then next &c as in the Writ — The Pltf appears by John Worthington Esqr
his Attorney and ye Deft being three times publickly called to come
into Court makes default of appearance — Therefore It is considered
by the Court that the said John do recover against ye said Elijah the Sum of
forty five pounds lawfull money damages and Cost of Court taxed at
three pounds 0/6 and thereof he may have his Ex — Lacon id 21st Sept. 1767

Averell vs Alvord
V3

Nicholas Cooke of Providence in ye County of Providence and Colony of
Rhode Island Esqr Pltf Elijah Marcy of Sturbridge in ye County of Worcester
yeoman Deft, In a plea of ye Case for that said Elijah at Springfield on ye
first day of May Anno 1764 by his Note of that date for Value rec promis
said Nicholas to pay him or order four pounds 4/9 lawfull money on
demand with Interest &c as in ye Writ — The Pltf appears by John
Worthington Esqr his Attorney and ye Deft being three times publickly
called makes default of appearance in Court — Therefore It is
considered by the Court that the said Nicholas do recover against ye
said Elijah five pounds 1/6 of lawfull money damages and Cost of Court
taxed at three pounds 1/10 and thereof &c — Lacon id 19th Dec. 1767

Cooke Esq vs Marcy
V4

John Worthington of Springfield in ye County of Hampshire Esqr Pltf vs
Elijah Marcy of Sturbridge in ye County of Worcester yeoman Deft
In a plea of the Case for that said Elijah at said Springfield on ye last
day of June last owed the Pltf ye Sum of two pounds 12/4 for Service
done and for Cash expended by ye Pltf for him ye said Elijah before that
time at said Elijahs Request according to ye Account annexed to ye
Writ and ye said Elijah in Consideration thereof promised ye Pltf to pay
him ye Same on demand &c as in ye Writ — The Pltf appears in his
proper person and ye Deft being three times publickly called makes
default of appearance in Court — Therefore It is considered by ye Court
that ye said John do recover against ye Sd Elijah ye Sum of two pounds 12/4 lawfull
money damages & Cost of Court taxed at one pound 16/1 and thereof he
Lacon is 21st Dec. 1767

Worthington vs Eundem
V7½

190 Noah Nash of Hatfield in y County of Hampshire yeoman Pltf vs
Nash Samuel May of Dudley in y County of Worcester yeoman Deft In a
vs Plea of the case for that said Samuel at Springfield on ninteenth
May Day of June Dom 1765 by his note of that date for Valued promised s
Noah to pay him or order five pounds L/ on demand with Interest &c
1/6 as in the Writ — The Pltf appears by John Worthington Esq his
Attorney and the Deft being three times publickly called makes
Default of appearance in Court — Therefore it is considered by
the Court that the said Noah do recover against s Said Samuel y
Sum of four pounds 15/0 1/4 of lawfull money damages and Cost
of Court taxed at two pound 5/2 and thereof &c — Execon

Chapin Jeremiah Chapin late of Springfield now of South Hadley in y County of
in Hampshire yeoman Pltf vs Nathan Alvord of said South Hadley yeoman Deft
Alvord In a plea of the case for that said Nathan at Springfield on twenty fourth
1/7 Day of April Anno 1765 by his note of that date for Valued promised said
Jeremiah to pay him y Value of sixty pounds with Interest thereof in
neat Cattle within five years from y Date of said note and in five yearly
Equal payments of s Principal sum and y Interest thereof that is to say one
fifth part thereof being twelve pounds with Interest thereof within
one year from y Date of s note and one other fifth part with y Interest thereof
within two years &c as in y Writ — The Pltf appears by John Worthington
Esqr his Attorney and y Deft being three times publickly called makes
default of appearance in Court — Therefore It is considered by the Court
that the said Jeremiah do recover against y said Nathan the sum of
of lawfull money damages and Cost of Court taxed
at one pound 10/0 and thereof &c —

Colton Samuel Colton of Second of Springfield in y County of Hampshire Trader Pltf vs
vs Daniel Thompson yeoman and Ebenezer Bishop yeoman both of Brimfield in
Bishop & Thompson the County of Hampshire Defts In a plea of y case for that said Daniel and
1/8 Ebenezer at said Springfield on y Second day of August Anno 1765 by their
note of that date for Value Rd promised said Samuel to pay him eight
pounds 10/ on demand with Interest &c till paid as in the Writ
The Pltf appears by John Worthington Esq his Attorney and y Defts
being three times publickly called make default of appearance in Court
Therefore It is considered by the Court that the said Samuel do recover against
the said Daniel and Ebenezer nine pounds 11/4 1/4 of lawfull money damages
and cost of Court taxed at two pounds 0/0 and thereof &c Execon is 22d Sept 1767

Green Jacob Green of Stafford in y County of Hartford and Colony of Connecticut
vs Junr yeoman Pltf vs James Grow of Monson in y County of Hampshire
Grow yeoman Deft In a plea of the case for that said James at Springfield on y
1/9 twenty first day of Jany Anno 1765 by his note of that date for Valued
promised said Jacob to pay him twenty four pounds lawfull money at
or before the first day of April in the year 1766 with lawfull Interest
for the same from y Date of said Note till paid &c as in y Writ
The Pltf appears by John Worthington Esq his Attorney and y Deft
being three times publickly called makes default of appearance in Court
Therefore it is considered by the Court that y said Jacob do recover against ye
s James Grow the sum of twenty seven pounds 15/3 1/2 of lawfull money damages
and Cost of Court taxed at two pound 1/4 thereof &c Execon is 22d Sept 1767

Hampshire ss George the third by the Grace of God of Great Britain 1791
France and Ireland King Defender of the Faith &c
To the Sheriff of our County of Hampshire his under Sheriff or Deputy Greeting. D. Rex
Whereas on the Eighth day of May last Simeon Cadwell of Wilbraham vs
yeoman Daniel Cadwell of said Wilbraham yeoman and Aaron Cadwell &c
Alvord of said Wilbraham yeoman all in our said County of Hamp 100
shire personally appeared at Springfield in our said County before
John Worthington Esq[r] one of our Justices assigned to keep the Peace
in said County and acknowledged themselves to be severally indebted
to us in the respective Sums following Viz[t] the said Simeon as principal
in the Sum of twenty pounds and the said Daniel and Aaron as his
Surities in the Sum of ten pounds each to be levied on their Goods
or Chattels, Lands or Tenements and in want thereof on their Bodies to
the use of us our Heirs or successors if default should be made in the performance
of the Condition following Viz — That if the said Simeon Cadwell should
personally appear before our Justices at our Court of General Sessions
of the Peace then next to be holden at said Springfield within the said
County
on the third Tuesday of May then and there Circuit to answer to such things as
should be objected against him on our Behalf & particularly to the
Complaint of Jonathan Dwight of said Springfield yeoman made
to the said John Worthington on the seventh day of said May against
Simeon setting forth that said Simeon on the fifth day of the said May &
in the night time of the same day did feloniously and with
force and arms break and enter the Shop of Josiah Dwight of said Springfield
then in the Occupation of the said Josiah and Jonathan and that the said Simeon
did then and there Steal take and carry away Sundry Peices of Silver Coin
Viz) one peice of French Coin of the Value of Six Shillings Twenty half
Fifteens of the Value of Seven pence each Six peices called Quarters
of Dollars of the Value of Eighteen pence each and ten peices called half
Quarters of Dollars of the Value of nine pence each four peices called
New England Shillings of the Value of twelve pence each Fifty Copper half
pence of the Value of three farthings each all of the Goods and Chattels of the said
Josiah and Jonathan and should do and deserve that which by the
said Court should be then and there enjoined him and not depart
without Licence then the Recognizance aforesaid was to be void and of
none effect but otherwise to abide in full force Power & Virtue — &
Whereas at our said Court of General Sessions of the Peace holden at the
Springfield within and for our said County on the said Third Tuesday of
May the said Simeon being three times solemnly called to come into
Court then and there did not appear nor come into Court but made
default thereof And by the said Simeons default of appearance as aforesaid
the said Sums are forfeited to us and have not been paid but still re
main due and to be Levied in manner aforesaid for our use, We
willing to have the Sums so due speedily paid to us and satisfied as Justice
requires; Command you that you make known to the said Simeon
and to the said Daniel and Aaron that they appear before our Justices of
our Inferiour Court of common pleas to be holden at said Springfield on the
last Tuesday of August next to shew Cause if any they have why the

1092 Execution should not Issue against sd Simeon for twenty pounds
and against sd Said Daniel and Aaron for ten pounds Each with Cost
Pl. Ex. tons as aforesaid and Cost of Suit and further to do and receive
Co what our said Court shall then and there consider concerning
Cadwell them in this Behalf - And have you there this Writ with your
doings therein Witness Israel Williams Esqr at Springfield the
twentieth day of July in sd Seventh year of our Reign Dom 1767
John Worthington Esqr in behalf of our Sovereign Lord sd King appears
and humbly Prays that this Case may be continued one of sd Defts
to wit Simeon Cadwell being out of the Provine, And Upon sd
Pltfs motion It is ordered that the Case be continued until sd second
Tuesday of November next ensuing

Fitch Medinah Fitch of Windsor in sd County of Hartford and Colony of Connecticut
Pl. yeoman Pltf vs Samuel Gordon of Cabhamin sd County of Worcester yeoman Defr
vs In a Plea of Debt set forth in sd declaration in the Writ in these words viz
Gordon In a Plea for that whereas said Medinah by the Consideration of our Justices
Def. of our Inferiour Court of common pleas holden at Springfield within and
for our County of Hampshire on the third Tuesday May in sd fifth year
of our Reign recovered against said Samuel Gordon sd Sum of Sixteen
pounds 7/ Damages and also six pounds 16/5 for Cost and Charges by him
about his Suit in that Behalf expended whereof sd said Samuel is convict
as to as appears of record & all the judgment be thereof rendered yet Execon
for sd Damages and Cost aforesaid (excepting for ten pounds part thereof)
doth yet remain to be made, Whereof sd said Medinah hath supplicated us
to provide remedy for him in that Behalf, now to sd End that Justice may
be done We command you that you make known unto sd said Samll
Gordon yt he be before our Justices of our said Inferiour Court of common
Pleas next to be holden at Springfield within and for our said County
of Hampshire on sd Last Tuesday of August next to shew Cause if any
he have Wherefore sd said Medinah ought not to have his Execon against
him the said Medinah for sd Damage and Cost aforesaid (excepting as aforesd)
and further to do and receive what our said Court shall then Consider
The Pltf appears by John Worthington Esqr his Attr and sd Deft being
three times publickly called makes Default of appearance in Court
Therefore It is considered by sd Court that the said Medinah have his Execution against sd Samuel for Sixteen pounds Thirteen pounds & Old Lawfull money Debt and
against sd Samuel for Six pounds
It is also considered that sd Medinah do recover against sd said Samuel his
Cost of Court taxed at two pounds 5/4 & thereof Execon is 24th Sept 1767

Colton Charles Colton of Springfield in sd County of Hampshire yeoman Pltf
vs vs William How of Cambridge in sd County of Middlesex yeoman Deft In a
How plea of sd Case for that said William at said Springfield on sd first day
1092 of June last was justly indebted to sd said Charles in sd Sum of four pounds
9/6 for so much money before that time by the said William there
of sd said Charles to his sd said Charles Use and In consideration
thereof the said William then and there promised sd said Charles to pay
him sd same sum on demand yet said Willm tho often requested hath
never paid sd same or any part thereof but unjustly neglects it Wherefore
sd said Charles Damages Five pounds, The Parties appear by their respective Attrs and at sd Motion of
Deft it is ordered that sd Pltf prosecute somes sufficient Cause to Indorse his Writ with the failing to do which was
called and ordered to be nonsuit and It is further considered that sd Deft do recover against sd
Pltf two pounds 6/ with his agent for his Costs in defending sd suit & thereof the said Charles
and thereof he may have his Execon Execon is 28th Sept 1767

Samuel Webb of Murrayfield in ꝯ County of Hampshire yeoman Plt vs
Isaac Mixer yeoman and Timothy Smith yeoman both of said Murrayfield
Defts In a plea of Trespass for that the said Isaac and Timothy at said Murrayfield
on the twenty second day of July current one Mary Bunker a minor
between thirteen and fourteen years of Age a servant and apprentice of ꝯd
Samuel lawfully and rightfully retained in his Service to labour with and
serve ꝯ said Samuel in the Houshold affairs and Business of his Family
until she should arrive to ꝯ Age of eighteen years, out of the House & Service
of the said Samuel with force and Arms took and carried away into parts
to the said Samuel unknown and the same Servant maid ꝯ said Isaac
and Timothy have ever since detained in such parts to ꝯ said Samuel
unknown and out of his service have kept and detained and yet keep &
detain her so that said Samuel hath intirely lost ꝯ Benefit of her service
for said Term all which is contrary to Law and against the Kings Peace To
the damage of the said Samuel as he saith ꝯ Sum of Ten Pounds

Ds
Webb
v
Mixer & Smith
1783

The Plt appears by John Worthington Esq his Attorney and the
said Isaac and Timothy by Joseph Hawley Esq their Attorney come &
defend ꝯ force &c and say that they are not guilty in manner and form
as the said Samuel in his writ against them has alledged and thereof
put themselves on ꝯ Country, & the Plt likewise

Thereupon ꝯ Jurors at this time according to ꝯ Command & Act of
the Statutes in this Case provided returned and impanelled being demanded
likewise come here, Who to say the Truth concerning the Premises being
duly sworn by Mr Nathaniel Pelt their foreman declare upon their Oath
they find for the Plt Twenty Shillings damages & Cost of Court

It is therefore considered by the Court that the said Samuel do
recover against ꝯ said Isaac and Timothy the sum of one pound of lawfull
money damages and Cost of Court taxed at nine pound 6/1 and thereof &
Eacon is d 12th October 1787

Shinehas Pratt of Granville in ꝯ County of Hampshire Gentn Plt vs Asahel
Spelman of said Granville yeoman Deft in a plea of the Case For that said
Asahel at said Springfield on the fourth day of February last past by his note
of that date for Value rec promised said Shinehas to pay him six pounds six
shillings and nine pence on demand with Interest &c as in the Writ
The Plt appears by John Worthington Esq his Attr and ꝯ Deft being three times
publickly called makes default of appearance in Court — Therefore It is
considered by the Court that the said Shinehas do recover against ꝯ said
Asahel six pounds 4/7 ½ of lawfull money damages and Cost of Court taxed
at two pounds 0/10 and thereof &c — Eccon is d 23d September 1787

Pratt
v
Spelman
1784

Mark Terry of Monson in ꝯ County of Hampshire yeoman Plt vs Daniel
Button late of Stafford in ꝯ County of Hartford and Colony of Connecticut yeo-
now of South Hadley in ꝯ County of Hampshire yeoman Deft In a plea that
said Daniel render to said Mark Eighteen pounds 0/0 which to said Mark he owes
and from him unjustly detains and whereon said Mark says that at Springfield
on ꝯ Eleventh day of May 1786 by his Bond of that date in Court to be produced bound
himself to said Mark in ꝯ Sum of eighteen pounds 0/0 to be paid him on demand as in said Writ
The Plt appears by John Worthington Esq his Attr and ꝯ Deft being three times publickly called
makes default of appearance in Court — Therefore It is considered by ꝯ Court that the said
Mark recover against ꝯ said Daniel ꝯ Sum of Eleven pounds 8/0 of lawfull money debt &
Cost of Court taxed at one pound 10/0 and thereof &c Eccon is d 17th August 17

Terry
v
Button
1785

1761

Warner vs Bristol Negro

Daniel Warner of Wilbraham a in y County of Hampshire yeoman Pltf vs Bristol a Negro of Monson in said County Labourer Deft in a plea of the Case for that said Bristol at Springfield on y twenty seventh day of August Anno 1760 by his note of that date for Value rec promised said Daniel to pay him or order three pounds 15/ on demand with Interest &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and y Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Daniel do recover against the said Bristol the Sum of four pounds of lawfull mony damages and Cost of Court taxed at one pound 8/ and thereof &c — Execon is 21st Octor 1761

187

Gill vs Patterson

Elizabeth Gill of Brookfield in y County of ~~Hampshire~~ Worcester Widow Pltf vs Joseph Patterson of Ware in the County of Hampshire yeoman Deft In a plea that he render unto said Elizabeth the Sum of five pounds seven shillings and seven pence three farthings of lawfull money damages and also two pounds six pence for her Cost and Charges which she recovered by the Consideration of our Justices of our Inferiour Ct holden at Springfield on y third Tuesday of May 1761, whereof y'd Joseph Patterson is convict as to us appears of Record and all this Judgmt be there of rendred yet y Execon remains to be made for the damage and Cost whereof said Elizabeth hath supplicated us to provide remedy for herein w't Behalf, Now to y End that Justice be done, We command you y you make known unto y'd said Joseph that he be before our Justices of our Inferiour Court of common pleas to be holden at Springfield on y last Tuesday of August instant to shew Cause if any there be why y'd Elizabeth ought not to have her Execon against him y said Joseph for her damages and Cost &c as in the Writ — The Pltf appears by John Worthington Esqr her Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that y'd said Elizabeth ~~recover~~ have her Execution against y'd said Joseph for Seven pounds 5/1¼ of lawfull money Debt and Cost of Court taxed at two pounds 4/6 thereof &c — Execon is 13th Octor 1761

It is also considered that y'd Elizabeth do recover ag't the s'd Sept

Rose vs Nash

189

Samuel Rose of Wethersfield in y County of Hartford and Colony of Connecticutt yeoman Pltf vs Eleazer Nash of Southhadley in the County of Hampshire yeoman Deft In a plea of y Case for that y'd Eleazer at Springfield on y twenty first day of August by his note of y'd Date for Value rec promised y'd Samuel to pay him or Order Eleven pounds 11/ within two months from y'd date of said note with Interest from y'd Date of s'd Note with Interest till paid &c as in the Writ — The Pltf appears by John Worthington Esqr his Attorney and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y'd said Samuel do recover against the said Eleazer y'd sum of thirteen pounds 3/11½ of lawfull mony damages and Cost of Court taxed at two pound 3/ and thereof &c Execon is 21st Septr 1761

Idem vs Lewis

190

Samuel Rose of Wethersfield in y County of Hartford and Colony of Connecticutt yeoman Pltf vs Noadiah Lewis of Amherst in the County of Hampshire yeoman Deft, In a plea of y Case for that said Noadiah at Springfield on y twelfth day of July Anno 1760 by his note of that date for Value rec promised said Samuel to pay him seven pounds 7/ with in three months from y'd Date of s'd Note with Interest till paid &c as in the Writ — The

The Pltf appears by John Worthington Esqr his attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Samuel do recover against the said Noadiah the Sum of six pounds seven shillings and seven pence one farthing of lawfull mony damages and Cost of Court taxed at two pounds 6/8 and thereof &c — Execution issued 24th Sept 1767

£6 13s
Rose
vs
Lewis

Nathaniel Danielson of Springfield in the County of Hampshire yeoman Pltf vs Benjamin Parsons of Palmer in said County yeoman Deft In a plea of the Case for that said Benjamin at Springfield on the fifth day of February Anno Dom 1766 by his note of that date for value rec promised the Pltf Nathaniel to pay him fifteen pounds by the first day of January then next ensuing with Interest till paid, &c as in the Writ

Danielson
vs
Parsons
£0 0

The Pltf appears by John Worthington Esq his attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said Nathaniel do recover against the said Benjamin the sum Sixteen pounds 0/3½ of lawfull money damages and cost of Court taxed at £2,12 and thereof &c

Execution issued 23d September 1767

Lephaniah Taylor of Springfield in the County of Hampshire yeoman Pltf vs Joseph Stannard of Springfield in said County yeoman Deft In a plea of the Case It is that said Joseph at said Springfield on the sixth day of Feb Anno Dom 1765 by his Note of that date for value rec promised said Lephaniah to pay him or his ord Two pounds four shillings & ten pence on demand with Interest &c as in the Writ the Pltf appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court

Taylor
vs
Stannard
£2 4s

It is therefore Considered by the Court that the said Lephaniah do recover against the said Joseph the Sum of two pound 4/7¾ of lawfull mony damages and Cost of Court taxed at one pound 6/2 and thereof &c

Execution issued 16th Nov 1767

, Nathaniel Dwight of Belcher Town in the County of Hampshire Gentn a Deputy Sheriff under Oliver Partridge Esq Sheriff of the said County Pltf vs Thomas Andrews of Ware in the said County yeoman Deft, In a plea of the Case for that the said Thomas at Springfield on the seventh day of June Anno Dom 1764 by his promissory Note in writing under his Hand of that date for value rec promised the said Nathaniel to pay him or his ord Eighteen shillings on demand with Interest — and also for that the said Thomas at Springfield on the 13th day of August Anno Dom 1764 by his other note in writing under his Hand of the last said Date for value rec promised the said Nathaniel to pay him or his order six pounds at or before the tenth day of Nov then next for that also said Thomas at Springfield on the last day of August last being justly indebted to the said Nathaniel two pounds five shillings and nine pence two farthings to ballance Acct accounting to the Account annexed to the Writ he the said Thomas then and there assumed on himself and to the said Nathaniel faithfully promised to pay him the same on demand Yet tho often requested the said Thomas hath never fulfilled either of his said Promises or any part thereof But unjustly neglects to do it To the damage of the said Nathaniel as he saith the Sum of nine pounds Eighteen shillings — The Pltf appears by John Worthington Esq his

Dwight
vs
Andrews
£9 0

196
Dwight
vs
Andrews

Attorney. And the said Thomas by Joseph Hawley Esq' and Lineon Strong Gentleman his Attornies, comes and defends the force and injury when &c and for plea says he never promised in manner and form as the Plt in his Declaration has alledged against him and thereof puts himself on the Country and the Plt likewise — Thereupon the Jurors at this time according to Form and Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the truth concerning the Premises being duly sworn by Mr Nathaniel Ely their Foreman declare upon their their Oath that they find for the Plt the sums sued for Namely nine pounds seven shillings and one penny and Cost of Court

It is therefore considered by the Court that the said Nathaniel do recover against the said Thomas the sum of Nine pounds 7/1 of lawfull money damages and cost of Court taxed at three pounds 12/0 and thereof &c

Execon issued 23d September 1767

Shearer
vs
Martin
193

John Shearer of Palmer in the County of Hampshire yeoman Plt vs Thomas Martin late of Wilbraham in said County yeoman Deft In a plea of the Case for that said Thomas at Springfield on the twenty fifth day of May Anno 1767 by his Note of that date for Value rec promised said John to pay him two pounds ten shillings lawfull money by the twenty fifth day of August then next with lawfull Interest &c as in the Writ

The Plt appears by John Worthington Esq' his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said John do recover against the said Thomas the sum of two pounds 13/0¼ of lawfull money damages and cost of Court taxed at two pounds 5/7 and thereof &c

Execon is 23d September 1767

Golding
vs
Gilmore
194

Palmer Golding of Worcester in the County of Worcester yeoman Plt vs David Gilmore late of Palmer now of Murrayfield in the County of Hampshire yeoman Deft In a plea that said David render to the said Palmer Two pounds 13/2 which the said Palmer he owes and from him unjustly detains &c whereon said Palmer declares and says that at Springfield on the thirteenth day of Feby in the fourth year of the Reign of the Lord the King that now is at a Court holden before Josiah Dwight Esq of said Springfield one of the Justices of the Peace for said County of Hampshire he the said Palmer by the judgment of the said Justice recovered against said David one pound 6/10 for his damages by him sustained by reason of said David not performing to said Palmer his promise before made him & one pound 5/4 for Cost and Charges by him about his Suit in that Behalf expended as by the Record thereof in Court to be produced is manifest & appears which Judgment is yet in full force not satisfied nor reversed &c as in the Writ — The Plt appears by John Worthington Esq' his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said Palmer do recover against the said David the sum of two pounds 4/8 lawfull money Debt & Cost of Court taxed at two pound 11/6 and thereof &c — Execon is 27th May 1768

Collins
vs
Leonard
195

Ariel Collins of Springfield in the County of Hampshire yeoman Plt vs Benjamin Leonard of said Springfield Junr yeoman Deft In a plea of the Case for that said Benjamin at Springfield on the twentieth day of Feby Anno 1765 by his note of that date for Value rec promised Ariel to pay him six pound

pounds seven shillings and nine pence on demand with Interest till paid &c as in sd Writ — The Pltf appears by John Worthington Esqr his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Ariel do recover against sd said Benjamin seven pounds 7/ 1/4 of lawfull money damages and Cost of Court taxed at one pound 11/4 and thereof he may have his Exn — Execon is 12th Decemr 1767

1767 Collins vs Leonard

Nathaniel Tease of Blanford in sd County of Hampshire yeoman Pltf as Asa Douglass of a place called Douglass's Grant in no Town / But northwesterly of Pittsfield and in the County of Berkshire yeoman Deft — In a plea of the case For that the said Asa at Springfield on twenty sixth day of March last past by his promissory note in writing under his hand of that date for value rec promised the said Nathaniel to pay him or his order thirty pounds within three months from the date of said Note, Yet sd said Asa tho often requested and the said pay day is long since past hath never paid sd same or any part thereof but unjustly neglects it To the damage of the said Nathaniel as he saith the sum of Thirty five Pounds — The Pltf appears by John Worthington Esq his Attorney and Asa Douglass (whose Estate was attached on sd writ) Gentn by Mark Hopkins his Attn comes into Court and says that this Writ is Bad and ought to abate because he says that at the time of the date and purchase of this Writ he was & ever since has been and still is by his majesties Commission and Office in his Majesties Militia lawfully constituted & qualified Viz at Springfield and yt he the said Asa in the same Writ has not his proper Addition given him in said Writ for that he the said Asa should therein have been called Asa Douglass Gentn and not as a Douglass yeoman all which he is ready to verify and prove Wherefore because he the said Asa in said Writ is called Asa Douglass yeoman and not Asa Douglass Gentleman he prays that sd same Writ may be abated and he allowed his costs — Thereupon the premises being seen and fully understood by the Court of the Lord sd King now here for that it appears to said Court that the Writ of sd aforesaid Nathaniel is good & well brought therefore it does not abate

Pltf vs Douglass Plt

And the said Asa by his Attorney aforesaid reserving the said plea in Abatement if overruled, and also reserving to himself Liberty of altering his Plea on the Tryal of the appeal and pleading any new matter said Asa says that sd Bond in sd Pltfs Declaration mentioned is not his Act and deed and this he is ready to verify and therefore he prays judgment and judgment for his Costs And the said Nathaniel by his above named Attn consenting to the reservation says that the plea by the said Asa above pleaded and sd Matters therein contained are an Insufficient Answer to his Declaration and he is not holden by the Laws of sd Land nor obliged to make answer thereto and this he is ready to verify wherefore he prays Judgment for his damages and Cost And said Asa says his plea is sufficient — (whereupon or the parties have further put themselves by consent of Court)

Thereupon all and singular sd Premises being seen and fully understood by sd Court of the Lord sd King now here for that it appears to sd said Court that the plea aforesaid of the said Asa by him in manner and form above pleaded and the matters therein contained are not sufficient in law to preclude the said Nathaniel from proceeding in his said action against sd said Asa or from his damages aforesaid —

Therefore It is considered by the Court that the said Nathaniel do recover against sd said Asa the sum of six pounds lawfull money damages and Cost of Court taxed at two pound five shillings and thereof he may have his Execution The

198

Rease
vs
Douglas

The said Asa by Jonathan Bliss Gentleman his Attorney appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the ~~third~~ fourth Tuesday of September next ensuing and here recognizes with Surities as the Law directs for the said Asa prosecuting the appeal with Effect as by said recognizance as on file it appears

Day
vs
Day
198

William Day of Springfield in the County of Hampshire yeoman Pltf vs Eleazer Day of said Springfield yeoman Deft, In a plea of the case for that said Eleazer at said Springfield on the fifth day of March Anno 1766 by his note of that date for value rec promised said William to pay him or Value of three pounds 2/5 in Grain by the first of November then next &c as in the Writ The Pltf appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said William do recover against the said Eleazer three pounds 2/5 of lawfull money damages and Cost of Court taxed at one pound 13/3 and therefore &c

Burbank
vs
Dunroy
198

Abraham Burbank of Suffield in the County of Hampshire Gentn Pltf vs Dan Dunroy of Springfield in the same County yeoman Deft. In a plea of the case For that said Dan at said Springfield on the third day of May Anno 1764 by his Note of that date for value rec promised said Abraham to pay him Eighteen pound Nineteen shillings Lawfull Money in Cash or the value thereof in good Neat Cattle, or in good Wheat in two years from the date of said Note with Interest till paid &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Abraham do recover against the said Dan the sum of Nine pound 7/10 of lawfull money damages and Cost of Court taxed at one pound 15/10 and therefore &c

Austin
vs
Winchel
200

Seth Austin of Suffield in the County of Hampshire yeoman Pltf vs John Winchel of Springfield in said County yeoman Deft. In a plea of the case For that said John at said Springfield on the Eleventh day of August Anno 1766 by his note of that date for value rec promised said Seth to pay him Nine pounds 16/4 Lawfull money on demand with Interest &c as in the Writ The Pltf appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court now here that the said Seth do recover against the said John ten pounds 8/8 3/4 of lawfull money damages and Cost of Court taxed at one pound 15/6 therefore &c — Execution is 5th Jan 1768

Whipple
vs
Allen
201

Daniel Whipple of Norton in the County of New London and in the Colony of Connecticutt Junior Yeoman Pltf vs Noah Allen of Greenfield in the County of Hampshire yeoman Deft In a plea of the case For that whereas at said Greenfield on the twenty second day of march last, Discourse was had between the said Daniel and Noah of and concerning the said Noahs providing for the said Daniel ~~for~~ so much Whiteoak Timber said and cocked to be wrought into Staves for making Shake Hogsheads as three men could make in three months and of the said Daniels providing Coopers to manufacture the same into such Casks and of the said Noahs carting of said Staves when wrought to Connecticutt River for said Daniel &c and Concerning of said Noahs assisting of said Daniels men while working said Staves and of said Daniel paying the said Noah therefor, And thereupon it was agreed between the said Noah and Daniel that the said Noah should

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Whipple
vs
Allen

provide for the said Daniel so much White Oak Timber to be collected in some one place in said Greenfield well sawd and bolted as should be sufficient to employ three Coopers to be provided and Engaged by said Daniel three months to work up same into Casks as aforesaid and to have the same ready to employ the Workmen by the first day of April then next and that when the same should be wrought as aforesaid to transport the said Staves for said Daniel from the place of Manufactureing as aforesaid to the Waterside on Connecticutt River and that the said Noah should duly provide for the said Men that should be Employed by said Daniel during their Labor at said Staves for said Term and that the said Daniel in consideration of the said Noahs Collecting sawing bolting said Timber Transporting and assisting said Workmen as aforesaid should pay the said Noah the sum of twenty ~~pounds~~ six shillings for every Thousand of Staves as aforesaid for which said Noah should provide Timber and that might be made thereof in said Term by said Men and to pay the same Twenty six Shillings for every Thousand of said Staves on demand after delivery at the Waterside as aforesaid, And the said Daniel then and there promised ~~that~~ said Noah that in Consideration he the said Noah would perform said Agreement on his part that he the said Daniel would well and truly do and perform the same on his part and pay him the said Sum of twenty six shillings for every Thousand of Staves as aforesaid ~~by the time and proportion~~ And the said Noah in Consideration thereof then and there promised said Daniel to provide such and so much Timber as aforesaid by the Time as aforesaid to be manufactured as aforesaid, and after so manufactured to transport the Staves aforesd and to assist the Cooper while making the Staves as aforesaid & the said Daniel Confiding in the Promises of the said Noah as aforesaid he contracted with and Engaged three Coopers from Preston in Connecticutt to go to said Greenfield and manufacture said Timber for said three months and provided them to be there by the second day of said April to Enter on said Employment and to Continue therein for said Term of three months and said Daniel says that said three men could in said Term have well wrought twenty five Thousand Staves, and that said Daniel knowing the same well and depending on the Engagements of said Noah contracted with Sundry Merchants to supply them with large numbers of Hogsheads made as aforesaid even to the amount of Eight Hundred and the said Daniel says that the said Noah designing to deceive and defraud him in this respect never provided for the said Daniel Timber according to his promise nor enough to make more than four Hundred hogsheads by means whereof the said Daniels men employed by him as aforesaid lost great part of their Time and he was thereby put to great Expence to no purpose and was subjected to great Charge by failure of performing his said Contract for want of said Casks by the said Noahs failure as aforesaid which is to his Damage of the said Daniel Thirty pounds

The Before named Parties Come here and refer the Case to the Final Determination and award of Joseph Root of Montague Gentleman David

200 Whipple vs Allen

David Field of Deerfield Gentr and Salah Barnard of Deerfield Gentleman or any two of them Arbitrators mutually chosen by the said Parties to be made upon the Premises and returned into Court soo soon as may be and this Case with the proceedings of the Parties therein is continued untill the next Term of this Court

Barber vs Lee 202

Joseph Barber late of Westfield now of Worcester in the County of Worcester Yeoman Plt vs Ichabod Lee of Westfield in y County of Hampshire yeoman Deft In a plea of Trespass for that said Ichabod at said Westfield on y first day of January last past with Force and Arms one close of the said Joseph there called his Barn Yard with force and Arms did break and enter and one yoke of y Plts Steers about three years old of a brindled Reddish Colour and of the value of eight pounds the said Ichabod then and there with Force and Arms from y Plts yard aforesaid did take and drive away into parts to the said Joseph unknown and hath kept and detained them from him ever since; all which is contrary to Law and our peace and to the damage of y said Joseph as he saith the sum of nine pounds

The Plt appears by John Worthington Esqr his attorney, & the said Ichabod by Simeon Strong Gentr his attorney comes and defends &c and for plea says that he is not guilty in manner and form as y Plt in his declaration thereof has alledged and thereof puts himself on y Country —

And the Plt likewise

Thereupon the jurors at this time according to the form and Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here, Who to say the Truth concerning the Premises being duly sworn by Mr Nathaniel Rich their foreman declare upon their Oath that they find for y Plt seven pounds Damages & Cost of Court

Therefore It is considered by the Court that the said Joseph do recover against the said Ichabod seven pounds of Lawfull money damages and Cost of Court taxed at

The said Ichabod by John Phelps Gentr his att appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the Law directs for the said Ichabod, prosecuting the appeal with Effect as by said recognizance as on file it appears

Burt vs Phelps 203

Ebenezer Burt of Springfield in y County of Hampshire yeoman Plt vs Nathaniel Phelps of Northampton in said County yeoman Deft In a plea of the Case for that y said Ebenezer at said Northampton on y last day of May Dom 1764 being possessed of sundry Articles of Leather Ware of y kinds and values as in the Schedule annexed to the Writt is set forth he the said Ebenezer then and there delivered the same to the said Nathaniel to sell and dispose of the same for him and to account with him therefor, and the said Nathaniel then and there in Consideration thereof assumed on himself and promised said Ebenezer to sell y same for him and to account with him therefor in a reasonable time and the said Ebenezer says the said Nathaniel might well have sold the same before this Time and have accounted with the said Ebenezer therefor yet Tho often requested he hath never done it but neglects it to the damage of the said Ebenezer as he saith the Sum of Thirty Pounds / The

The Parties above named come here and upon the Case stated Final Deter
mination and award of Benjamin Day Gentn Elias Lyman yeoman
and Lewis Bliss Gentn for any two of them / Arbitrators mutually
Elected by the said Parties to be made upon the Premises and returned
into this Court as soon as may be and the said Parties have Day
before the Lord the King here until the second Tuesday of November
next ensuing

20/ Burt vs Phelps

Timothy Bliss of Springfield in the County of Hampshire Gentn
Plt vs James Phillips of said Springfield yeoman Deft In a plea of the
Case for that said James at Springfield on ye Eighth day of Feby last
by his note of that date for Value rec promises said Timothy to pay him
Six pounds with Interest till paid &c as in the Writ

Bliss vs Phillips 20/

The Plt appears by John Worthington Esq his Attorney and the Deft
being three times publickly called makes default of appearance in Court
Therefore It is considered by the Court that the said Timothy do recover
against the said James the sum of Six pounds 4/6¾ of lawfull money
damages and Cost of Court taxed at one pound 11/4 & thereof &c

Execon is 16th Novr 1767

George Lynchon of Springfield in ye County of Hampshire Gentn Plt vs
Joseph Williston in said County yeoman Deft In a plea of the Case For
that said Joseph at said Springfield on the thirty first day of July Dom
1762 by his note of that date for Value rec promised said George to pay
him three pounds seven shillings and two pence on demand with the
Interest &c as in the Writ — The Plt appears by John Worthington Esqr
his Attorney and the Deft being three times publickly called makes
default of appearance in Court — Therefore It is considered by the Court
that the said George do recover against the said Joseph the sum of
four pounds 17/7¼ of lawfull money damages and Cost of Court taxed at
one pound 11/4 and thereof &c — Execon Issued 26th of Mar 1763

Lynchon vs Williston 20/

George Lynchon of Springfield in the County of Hampshire Gentn Plt vs Samuel
Leonard of said Springfield yeoman Deft, In a plea of the Case For that said
Samuel at said Springfield on the ninth day of November Anno Dom 1765
by his note of that date for Value rec promised said George to pay him or his
order one pound eighteen shillings and eight pence two farthings on demand
with Interest for the same till paid, and also for that said Samuel at said
Springfield on ye last day of June last being justly indebted to the said George
in the sum of thirty three pounds eighteen shillings and two pence
for Sundry Goods Wares and Merchandizes before that time sold & delivered
by said George to said Samuel at his special Instance and request and seventeen shillings
and eight pence for two Writs and Attorneys fees thereof and Service thereof
discontinued
by said George at said Samuels request, he said Samuel then and there
in consideration thereof promised said George to pay him the same on
demand, Yet said Samuel tho often requested hath never performed either
of his said promises but unjustly neglects, and also for that the said Samuel
at said Springfield on the last day of august Dom 1766 being justly
indebted to said George in the sum of two pounds six shillings and six
pence two farthings for commodities by the said George then paid for the said
Samuel to Joseph Pease of Suffield at ye Samuels special Instance and

Idem vs Leonard 20/

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Pynchon
vs
Leonard

lequest he the said Samuel in Consideration thereof promised said
George then and there to pay him said Sum on demand but he the Dft &
of the said George Pynchon as he saith the Sum of Forty pounds To y Damage
The Dft appears by John Worthington Esq his Attorney and the within
named Leonard by Joseph Hawley Esq his Attorney comes and defends
and says that he never promised in manner and form as within named
Pynchon in this Writ against him has alledged and thereof puts himself
on the Country — And y said George by his aforesaid Attorney reserving
to himself Liberty & waiving this demurrer on the Tryal of the appeal and
then joining the Issue tendred says that y Defts plea above pleaded and the
matters therein contained is an Insufficient answer to his Declaration
and that he is not holden by Law to answer thereto and this he is ready to prove
wherefore he prays judgment for his damages and Cost
And the said Leonard says his plea is sufficient — Thereupon the
Premises being seen and fully understood by the Court of the Lord the King
now here for that it appears to y said Court & y said Lord y King that
the plea aforesaid of the said Leonard and the matters therein contained
are sufficient in Law to preclude the said George from having his
aforesaid Action maintained against the said Leonard — Therefore
It is considered that the said George by his plea aforesaid have nothing
but that for his groundless demands he be in mercy &c — It is also
considered ~~by~~ that the said Leonard do recover against the said George
the sum of
of Law & all money allowed him
with his Apent for his Costs in defending the suit of the said George
and thereof he may have his Execon

The said George by his above named Attorney appeals from y judgment
of this Court to y Superiour Court of Judicature to be holden at Springfield
within and for the County of Hampshire on y fourth Tuesday of September
next ensuing and there cognizes with Sureties as the Law directs for the
said Leonard to prosecute the appeal with Effect as by said Recognizance
as on file it appears

Horton
vs
Leonard
207

Timothy Horton of Springfield in the County of Hampshire yeoman Pltf
Joseph Leonard of said Springfield yeoman Deft In a plea of Covenant broken
and whereon said Timothy says that at said Springfield on the second day
of May in the sixth year of our Reign the said Joseph Leonard made Sealed &
Delivered to y said Timothy his (the said Joseph's) Deed of all the Date whereof
is the Day and year last aforesaid by which Deed in Court to be produced
It is Witnessed that the said Joseph for and in Consideration of the Sum of
Sixteen pounds current money of Sirrs y said Joseph before the unsealing
said Deed paid by said Timothy did then and there by said Deed freely clearly
and absolutely give grant bargain sell aliene convey and confirm unto
the said Timothy his Heirs and assigns forever a tract of land in said Springfield
on the West side Connecticutt River and South side Agawaum River containing
Eight Acres and bounding Northeasterly on land assigned to y Widow Leonard
mother to said Joseph as her Dower in her late Husbands Estate and now in her
possession Northwesterly on a Ditch Southwesterly on the foot of a Hill near y
Highway and Extending Westerly up a Brook so far as to make Eight Acres to bound
Sold

Hold the said Granted and Bargained Premises wth the Appurtenances and Priveledges thereto belonging to him w^d^ said Timothy his Heirs and Assigns to his and their proper use and Benefit and Behoof forever and w^d^ said Joseph then and there by the same Deed did for himself his Heirs Executors and Adm^rs^ covenant promise grant to and with said Timothy his Heirs and Assigns forever that before and until the Ensealing of said Deed he was the true sole proper and Lawfull owner and possessor of the said Bargained Premises with the Appurtenances and stood in himself good right, full power and lawfull authority to give Grant Bargain sell and alienate convey and confirm w^d^ same as aforesaid and that free and clear & freely and clearly executed and acquitted and Discharged of and from all other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Wills, Intails, Joynters, Dowries, Executions and Incumbrances whatsoever and furthermore by the same Deed w^d^ said Joseph then and there for himself his Heirs, Ex^rs^ and Adm^rs^ did covenant promise & Engage the before granted Premises with the appurtenances to him the said Timothy his Heirs and Assigns forever to warrant secure and defend against the Lawfull Claims and demands of any person or persons whatsoever and the said Timothy avers and declares that at the time of the Ensealing and Delivery of w^d^ same Deed w^d^ said Joseph was not the true sole proper and lawfull owner and possessor of the said Bargained Premises & that the said Joseph had not good right, full power and lawfull authority to grant, Bargain sell and convey the same as aforesaid and that the same was not then nor at any time since free or clear nor freely acquited and discharged from all Execution and Incumbrances and that the said Joseph hath not secured or defended the same Bargained Premises wth the appurtenances to the said Timothy against the lawfull Claims and demands of all persons. But w^d^ said Timothy says that before the time of sealing and delivery of the same Deed one Benjamin Day of said Springfield had sued out a Writ of Attachment from the Inferiour Court of common pleas in said County of Hampshire in form as by Law is prescribed against said Joseph returnable to the same Court on the Last Tuesday of August then next (viz^d^ the Sheriff of s^d^ County) by which Writ you attached the said Bargained premises according to the Command of said Writ for Security to satisfy the judgment which said Benjamin might recover on the Tryal of the same cause which was in said Writ particularly and at large set forth and at the said Inferiour Court on the last Tuesday of August it was so proceeded in w^d^ said cause that said Benjamin recovered judgment against said Joseph for the sum of ten pounds one shillings and two farthings damages and one pound seventeen shillings and ten pence cost of Suit and thereon afterwards said Springfield sued out the Writ of Execution on the judgment aforesaid in form as by the Law of this Province is prescribed and afterwards viz on thirtieth day of September last the same Execution being then in full (viz^d^ the Sheriff &c) you levied the same on five Acres and one half acre of Land parcel of said Eight Acres aforesaid lying on both sides of the Brook and under the said Great Hill and then and there delivered Seizin and possession thereof to said Benjamin in order to satisfie him of the sums aforesaid & damage being first appraised

204 Horton v Leonard

appriezed according to the Law of this province in that case provided and the said Benjamin then and there accepted of same accordingly in satisfaction and Discharge of the Sums and thereupon by law became seized thereof fully and absolutely in his own right, and ye Timothy never could lawfully enter upon and enjoy the same five Acres and half parcel of the said eight Acres but hath by the Attachment and levying the Executions of the said Benjamin as aforesaid been wholly Dispriezed thereof and the said Joseph hath broken his Covenant and not kept ye same To ye Damage of the said Timothy as he saith the sum of Twenty pounds

The parties by their respective Attornies come here ye Deft agreeing not to appeal from the judgment of this Court humbly pray that the case may be continued until the next Term, and It is considered by the Court that the said parties have a further day before the Lord the King in this Court here until ye second Tuesday of November next Ensuing

Gray v Stewart 200

James Gray of Stockbridge in ye County of Berkshire Gent^n Att^o vs John Stewart of Colrain in the County of Hampshire yeoman Deft in a plea of the case for that said John at Springfield on the Sixth day of December last past by his Note of that date for value rec^d promised said James to pay him or order Three pounds six shillings by the first day of May then next with Interest Ta^s mi^s The Att appears by John Worthington Esqr his att^y and ye Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said James do recover against the said John the sum of three pounds 1 d/ 9 1/2 of lawfull money damages and Cost of Court taxed at two pound 15/4 Attest &c Exec^n issued 13th October 67

Bush v How 201

Solomon Bush of Ware in the County of Hampshire yeoman Att^o vs Joseph How of Marlborough in ye County of Middlesex Gent^n Deft In a plea of the case for that said Joseph at Springfield on ye thirty first day of Octr Ann^o Dom^i 1766 by his promissory note of that date in writing under his hand for value rec^d promised the said Solomon Bush to pay him or order Eleven pound eight shillings in manner following Viz^t to deliver to ye Att at a suitable place on his farm in Ware which he bought of said Joseph Timber well hewed of a proper length and Size and sufficient for a dwelling House twenty four feet long and twenty Eight feet Wide for one loom upright and a Back Lint to Mill worth excepted, and also Seven Thousand of Shingles at the same place said Timber and Shingles Valued at eight pounds and the residue of the said Sum of Eleven pounds eight Shillings in money the whole to be paid and delivered at or before the first day of May then next y^t said Joseph tho' often requested hath never delivered said Timber and Shingles according to his promise tho the Att was allways ready to receive the same at ye place of Delivery nor hath the said Joseph ever paid the residue of said Note in Money or any other way nor any way fulfilled his said promise but unjustly neglects it To the damage of the said Solomon as he saith ye sum of Fifteen pounds The Att appears by John Worthington Esqr his Attorney and ye Deft by Joseph Hawley Esqr his Attorney comes and defends &c and says that it was difficult for him to procure ye Timber within promised at the time which he ought to have done but Notwithstanding he did procure most of it according to his promise and this he is ready to verifie Therefore pray Judgt that Plt may be barred of his Action

And the said Solomon by his within named Attorney says that he ought not to be barred of having and maintaining his said Action against the said Joseph by that his the said Joseph's plea Because he says that s^d said plea and s^d matters therein contained are and insufficient Answer to ye Within Declaration and that he is not holden to reply thereto and therefore because the said Joseph has not given a sufficient answer in the said plea to his said Declaration he prays that his damages and Costs may be adjudged to him, And s^d said Joseph says his plea is sufficient

Thereupon all and singular the premises being seen and fully understood by the Court of our Lord the King now here for that it appears to the said Court that the plea aforesaid of the said Joseph by him in manner and form above pleaded and the matters therein contained are not sufficient in law to preclude the said Solomon from proceeding in his said Action against the said Joseph or from his damages aforesaid

It is therefore considered by y^e Court that the said Solomon do recover against the said Joseph y^e Sum of Eleven pounds D^o of Lawfull money damages & Cost of Court taxed at =

The said Joseph by his abovenamed Attorney appeals from y^e judgment of this Court to y^e Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and here recognizes with Surities as the law directs for the said Joseph to prosecuting the appeal with Effect as by said recognizance as filed &c

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Benoni Sacket of Westfield in s^d County of Hampshire yeoman Pl^tf vs Asa Noble of said Westfield Gent^n Deft, In a plea wherein said Benoni complains that on the twenty ninth day of June Dom 1767 at a Justices Court for the Trial of small Causes before Elkanah Taylor Esqr at his dwelling House in Westfield he recovered judgment against said Asa for the sum of six shillings and three pence lawfull money Damages and Cost of Suit taxed at 18/2 lite money from which judgment s^d said Asa appealed to this Honble Court and recognized with Surities to prosecute his appeal But has failed wherefore your Compt prays affirmation of former judgment with additional Cost

The Pl^tf appears by John Thelps Gent his Attorney and Deft being three times publickly called makes default of appearance in court

Therefore it is considered by the Court that the said Benoni do recover against s^d said Asa the sum of six shillings of Lawfull money Damages and Cost of Court taxes at two pound 3/ and thereof Ex

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Samuel Warner of Willbraham in s^d County of Hampshire yeoman Pl^tf vs Ebenezer Bliss Junr of Springfield in said County yeoman Deft in a plea of the Case for that said Ebenezer at Springfield by ye Name of Elbert Bliss of Monson by his note of s^d date for value rec^d promised s^d Samuel to pay him two pounds 2/ on demand with Interest &c as in s^d Writ — The Pl^tf appears by John Worthington Esqr his Attorney & Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that s^d Pl^tf do recover against s^d Deft the sum of two pounds 11/ 3½ of Lawfull money damages and Cost of Court taxed at 14/8 & Ex

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Luke Hitchcock of Greenwich in s^d County of Hampshire Gent^n Pl^tf vs Samuel Bliss of Springfield in said County Yeoman Deft In a plea of the Case for that said Saml at Springfield on the 6th day of March Dom 1765 by his note of s^d date for value rec^d promised s^d Luke to pay him or order thirty eight pounds 7/ lawfull money on demand with Interest &c as in s^d Writ

The Pl^tf appears by John Worthington Esqr his Attorney & Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that s^d Luke do recover against s^d said Samuel twenty two pounds 19/ 7½ of lawfull money damages Cost of Court taxed at two pound 14/ and thereof Ex

Eleven is 18 Mar 1768

205

Bush
vs
How

Sacket Nom^l
vs
Noble
2/10

Warner
vs
Bliss Junior
2/11

Hitchcock
vs
Bliss
2/12

206 Hamilton v Dumbleton

Silas Hamilton of Deerfield in County of Hampshire Yeoman Pltf vs Samuel Dumbleton of Springfield in said County Yeoman Deft In a plea of Case for that ps Samel at ps Springfield on ye Nineteenth day of June Dom 1765 by his note of that date for Valuered promised ps Silas to pay him two pounds 2/ by ye first of August then next with Interest &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Silas do recover against the said Samel two pound 12/11½ of lawfull money damages and Cost of Court taxed at two pound 3/11 — and thereof he may have his Execn

213

Jones v Woolcott

Elijah Jones of Springfield in the County of Hampshire Yeoman Pltf vs Nathaniel Woolcott of Brookfield in ye County of Worcester Gent Deft In a plea of the case for that ps Nathaniel at Springfield on the twenty third day of April Dom 1766 by his Note of that date for Valuelled promised Elijah to pay him Ten pounds six Shillings within one Year and three Months from ye Date of said Note with Interest &c as in the Writ

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The Pltf appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said Elijah do recover against the said Nathaniel the sum of Eleven pounds 2/6 and Cost of Court taxed at two pounds 4/6 and thereof &c —

The foregoing Judgments orders & appeals being entred up in manner aforesaid the said Court was then adjourned without Day —

Att: W.m Williams Clerk

Hampshire ss Anno Regni Georgii Tertii Regis magnæ Britaniæ Franciæ & Hiberniæ octavo

At his majesties inferiour Court of comon pleas holden at Northampton within and for s^d County of Hampshire on the second Tuesday of November being the tenth day of the said month Jure die in diem to ye 12th day of said month Anno Dom 1767 — November Term 1767

Present

Israel Williams Esqr
Josiah Dwight Esqr
Timothy Dwight Junr Esqr
Thomas Williams Esqr

Two Days Attendance all to Parties

Jury of Trials

Abner Barnard Foreman
Noah Edwards
John Miller 2^d
Gardner Kellogg
Moses Dickinson
Ebenezer Cowls
Caleb Montague
Alexander Norton
Israel Cowls
Joseph Church
Israel Richardson
Asahel Gunn
Jury had no Case

Continued Actions

Joel Ely yeoman and Benjamin Leonard yeoman both of Springfield & Pltiffs — Ely & Leonard vs Townley
John Townley of Hartford and County of Hartford & merchant Deft in a plea of the case as at large on record — And now at this Term of parties come here and because ye Referees to whom this case was referred have not made any Award they humbly pray pray that this case may be continued under the same rule until ye next Term and it is granted them

Thineas Perkins of Granville in s^d County of Hampshire yeoman Pltiff — Perkins vs White & als
Thineas Tinker yeoman of said Granville and Ebenezer White yeoman of Westfield both in s^d County aforesaid Defts in a plea of Trespass as heretofore recorded at large and now at this Term the said Parties come here by their respective attornies viz the s^d Pltf by John Worthington Esqr his attorney and the said White & Tinker by Joseph Hawley Esqr and the said White defends the force & injury &c says that as to ye force and Arms ye Assault Battery wounding of ye said Perkins and whatsoever is against the peace of our Sovereign Lord the King charged against him ye said White and others in the first Court contained in ye s^d Perkins writ he is not guilty & thereof puts himself on ye Country
As to ye residue declared on in ye first Court he the said White defends and says that the said Perkins ought not to have his said Action thereof maintained against him because he says that long before ye s^d 16th day of January on which ye s^d Perkins in his Writ declares ye said Trespass was done to wit on ye twenty third day of August 1764 by Virtue of a lawfull writ of Error from our said Lord the King to wit a writ of Capias ad satisfaciendum out of the County Court of our said Lord the King for ye County of Hampshire to in ye Colony of Connecticutt in New England on ye twenty third aforesaid April 1765 on a lawfull judgment of ye s^d Court thereupon to wit on the third day of August in full force and unsatisfied unreversed & in

20d

Perkins
vs
White &c

Richard Holdridge should recover of ye said Perkins twenty pounds Eight shillings and Sixpence Lawfull money Damages and one pound three shillings and threepence Litre money Costs of Suit which Sums of Lawfull money the said White says is equal to ye Like sums of ye Lawfull money of this province of the Massachusetts Bay in New England, for wch taking the Body of ye said Perkins that he might be held and imprisoned until he should pay and satisfie ye whole sum of ye sd Judgment Damages and Cost which said Sums he ye said White as he avers had good right power and authority in ye Name of ye said Holdridge, to his ye sd Whites use to take and receive of ye sd Perkins he the said Perkins was at a place called Hartford in Springfield aforesd by the proper Officer lawfully and regularly taken and committed to ye keeper of ye Goal of our said Lord ye King in Hartford last aforesaid to remain in ye said Keepers Custody until he ye said Perkins should pay ye sd Sums of Damages and Costs to ye said Holdridge and he the said Perkins afterwards on ye ninth day of November 1680 being lawfully in ye Custody of ye said Keeper on ye aforesaid Commitment he ye sd was detained in ye Goal of our said Lord ye King in sd Hartford last aforesd by Virtue of ye Writ aforesd and he the said Perkins not having paid or satisfied ye Sums aforesd or any part thereof and without having been released and Discharged from ye payment of said Sums or from said Commitment by ye sd Holdridge he ye said Perkins at ye place called Hartford aforesaid unlawfully broke the Goal and unlawfully made his Escape out of ye Custody of ye said Keeper and went at large and never afterwards returned to ye Custody of ye said Keeper, and the said White in fact says that afterwards on ye sixteenth day of January 1680 at Granville in ye said Perkins Writ mentioned the said judgment being in full force unsatisfied and unreversed and ye sd Sums thereof wholly unpaid unsatisfied & unreleased by ye said Holdridge at a certain time when no Writ of our said Lord the King of a Civil nature did run within this province of ye Massachusetts Bay in New England aforesaid wherein no Writ of Capias ad satisfaciendum nor any other Writ of a Civil nature could be purchased or sued out from any Court of our said Lord the King in ye sd Province he ye sd White and others in ye Name and by true & lawfull authority from ye sd Holdridge broke and entered ye dwelling house of ye sd Perkins in Granville aforesd and in a gentle & mild manner & in no other manner laid hands on ye said Perkins and took him and restrained him of his Liberty for ye Space of half an hour only with intent to carry away him ye sd Perkins & imprison him until he should pay to ye said Holdridge ye Sums of ye judgment aforesd and to no other End and Intent whatsoever as he the sd White avers ye the will justly and lawfully might do but he ye said Perkins & others there there with force and Arms resisted beat and wounded him ye said White and others whom he had procured to assist him in Arresting him ye sd Perkins and unreasonably unjustly and unlawfully rescued himself from the Custody of him ye said White for that time, and as to ye force and Arms and whatsoever is against ye peace of our said Lord ye King in ye second Count in ye sd Writ contained against him ye said White and others alledged he the said White defends and says that he is not guilty in manner and form as is against him in ye sd Writ declared and thereof puts himself on the Country and as to the residue of ye sd Trespass in ye second Count contained ye said White says that the said Perkins ought not to have his Act against him maintained because he says that on ye said [illegible] day of Jany aforesd at ye sd Granville ye whole Sums of ye judgment aforesd unpaid and unsatisfied to ye said Holdridge and ye sd judgment being

Sume and ye said Sums having been long and most justly due & oweing to him ye sd Holdridge from him ye said Perkins and it being the same time also when no Writ of our said Lord ye King of a Civil nature did run in ye sd Province and when no Writ of Ejectione or any other Writ of a Civil Nature could be purchased or sued out of any Courts of our sd Lord ye King in our said Province and after ye sd Perkins had been committed to ye sd Keeper for the Cause aforesd and in manner as above in this plea set forth after he the sd Perkins had broke ye Goal aforesaid and had escaped from ye Custody of ye sd Keeper and was at large as aforesaid he ye said White in ye name & Behalf and with true full and lawfull authority from and under ye said Holdridge with others in a prudent & reasonable manner did break & Enter ye sd Dwelling House of ye said Perkins aforesd in Granville and there & there did softly and gently lay his hands on ye sd Perkins & take him and imprison him ye said Perkins at Granville aforesd and then and there kept and restrained him of his liberty for ye Space of two days and until he thereby compelled him to deliver to him ye said White in ye name of and as Attorney to ye sd Holdridge one yoke of Oxen of ye Value of nine pounds ten Shilling and nine Sheep all of ye Value of fifty eight shillings & six pence and fifty Eight Bushels & an half of Wheat all of ye Value of ten pounds four Shillings and nine pence which ye said White for ye said Holdridge and in his name and by true and lawfull authority from him accepted in full Satisfaction & Discharge of ye Sum of ye Judgement Damages and Costs above mentioned due to ye said Holdridge as aforesd and ye Costs and Charges of taking and detaining ye sd Perkins till he delivered ye said Articles and there of then & there fully discharged ye sd Perkins all which he ye said White says that he well and lawfully might do which are ye same Entrys and Breakings of his ye sd Perkins dwelling house assaulting of him ye said Perkins pulling him out of his Bed imprisoning beating & Wounding of him restraining him of his liberty & detaining of him in prison for ye Spaces of time in ye Plea in ye sd Perkins Writ against him alledged without this that he ye said White & others detained him ye sd Perkins in prison or restrained him of his Liberty for any other or longer Spaces of time than those times which ye said White in this plea above has confessed & without this that the said White & others are guilty of any Trespass or other imprisonments of ye said Perkins before or since ye times above in this plea all & Specified & without this that he compelled ye sd Perkins to deliver to him ye said White any other Oxen or Sheep or any other greater Quantity of Wheat than ye sd Fifty eight Bushels & an Half or that ye sd Oxen Sheep or Wheat were of any other or greater Value than ye sd White has alledged all and Specified in this plea all which he ye said White is ready to verify wherefore he prays judgment if ye said Perkins his Action aforesd thereof against him ye said White ought to have or maintain —

And the said Thineas Perkins by John Worthington Esqr his Attorney comes and says that the Deft plea above pleaded and ye matters therein contained is an insufficient Answer in Law & that he is not holden in Law to answer thereto all which he is ready to prove, Wherefore he prays judgment thereof for his damages and Costs, & ye said White says his plea is sufficient —

Whereupon the Parties have put themselves upon ye Judgment of the Court

Whereupon all and singular the premises being seen and fully understood by ye Court of ye Lord ye King now here for that it appears to ye said Court that ye plea aforesaid of the said White by him in manner and form above pleaded & matters therein contained are not sufficient in law to preclude ye sd Perkins from

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Perkins
v
White Adm

proceeding in his said Action against the said White or from his damages and Cost — It is therefore considered by the Court that the said Perkins do recover against the said White ye sum of five pounds one shilling & ~~two pence~~ of lawfull money damages an cost of Court taxed at

And Thinetas Tinker one of the persons named Defts in ye Action aforesaid by Joseph Hawley Esqr his Attr comes and defends ye and pleads and says ut he is not guilty in manner and form as the Plt against him has alledged and thereof puts himself on the Country

And ye said Thinetas Perkins by his Attorney above named reserving to himself ye Liberty of Waiving this Demurrer on ye Tryal or ye Appeal & ther joining the issue tendered now says that the said Tinkers plea above pleaded and ye Matters therein contained is an insufficient answer to his Declaration and that is not holden by Law to answer thereto all which he is ready to prove, Wherefore he the said Perkins prays judgment and judgment for his damages & Costs

And the said Tinker consenting to ye Plts reservation says his plea is sufficient and thereof prays judgment. Judgment for his Cost

Therefore upon mature Deliberation had for that it seems to ye Court of our Sovereign Lord the King now here that plea aforesd of ye said Tinker and ye matters therein contained are insufficient in law precluded & Perkins from having his aforesaid Action maintained against him ye said Tinker —

It is therefore considered that the said Perkins by his plea aforesd have nothing but that for his groundless demand be therein mercy, It is also considered that the said Tinker do recover against ye Perkins

of lawfull money allowed him with his Assent for his Costs in defending the Suit of the said Perkins and thereof &c

The said Perkins by his abovenamed Attorney appeals from ye judgments aforesaid of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next ensuing and recognizes with Surities as the Law directs for the said Perkins prosecuting ye Appeal with Effect as by said recognizance as on file it appears

Jones Exrs
vs
Fowler

Benjamin Day Gentleman and Margaret Jones Gentlewoman both of Springfield in ye County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of said Springfield Deceased Gentn Plts vs Bildad Fowler of Westfield in said County Yeoman Deft. In a plea of the Case as at large on record of ye preceding Term — The parties now at this Term come here & because the Referees to whom this case was referred have not made any award humbly pray that this Case may be continued under ye same rule until the next Term of this Court and it is granted them

Jaggarth
vs
Percy

Nathaniel Jaggart yeoman and James Jaggart yeoman both of Blandford and David M^c^Murray and Jane M^c^Murray both of said Blandford Infants & Children of George M^c^Murray late of Blandford aforesaid yeoman Deceased and Susannah his Wife who was formerly Susanna Jaggart Dec^d^ and which said David and Jane sue by Jane Jaggart their Grandmother and next friend Plts vs Sylvanus Percy of Westfield in said County yeoman Deft. In a plea of Ejectment as at large on record — The parties now here and humbly pray that this Case may be continued until ye next Term of this Court and it is granted them

Simeon Scripture of Coventry in the County of Windham Trader Pltf vs Joseph Jackson of Boston in s^d County of Suffolk Truckman Deft in a plea of the Case as at large on record, and now at this Term of parties come here and because the Referees to whom this Case was referred have not made any award The Pltf moves that the Case may be continued under the same rule until s^d next Term and it is granted him

Pltf
Scripture
vs
Jackson

Joseph Nash of South Hadley in s^d County of Hampshire yeoman Pltf vs John Lugg of said South Hadley yeoman Deft In a plea of the Case as heretofore recorded, and now at this Term of parties appear and s^d Referees to whom this Case was referred come into Court and Award as follows Viz^t We find for the Pltf one pound 4/3 damages and one pound 10/ cost of this Reference and Cost of Court

Nash
vs
Lugg

Thereupon It is considered by the Court that the said Joseph recover against the said John s^d Sum of one pound 4/3 of lawfull money damages and Cost of Reference and Court taxed at four pound 6/11 and thereof he

Execon issued 25th Decem^r 1767

Jane Justice of Boston in s^d County of Suffolk Millener Pltf vs Benoni Danks Esqr Lately of Chignecto in s^d Province of Nova Scotia Deft In a plea of Trespass as at large on record — And now at this Term of parties vizt s^d Pltf by Joseph Hawley his Att^y and s^d Benoni by Ruth^d Clark his Att^y come here and humbly pray that this case may be continued until s^d next Term & It is granted them

Justice
vs
Danks Esqr

Bildad Fowler of Westfield in s^d County of Hampshire Trader Pltf vs Reuben Sweatman ~~Deft~~ of Granville in said County yeoman Deft In a plea of Case as heretofore recorded, and now at this Term s^d said Bildad being three times publickly called to come into Court and prosecute his said Action & is Nonsuit and s^d Deft likewise defaulted and s^d Action accordingly dismissed

Fowler
vs
Sweatman

David Ingersoll of Great Barrington in s^d County of Berkshire Gent^n Pltf vs David Bond late of Mendon in s^d County of Worcester yeoman Deft In a plea of the Case as at large on record and now at this Term come here the said David Ingersoll and John Worthington Esqr Att^y agent Trustee and Factor of s^d said David Bond an absconding Debtor who was admitted heretofore to defend s^d Suit of the said David Ingersoll, and humbly pray that this Case may be further continued until s^d next Term and it is granted them

Ingersoll
vs
Bond

James Lovett of Mendon in s^d County of Worcester yeoman Pltf vs David Bond late of said Mendon yeoman Deft in a plea of the Case as heretofore recorded and now at this Term s^d said James ~~came~~ ~~here~~ and John Worthington Esqr Att^y agent and Trustee of s^d s^d David an absconding Debtor come here & humbly pray that this Case may be further continued until s^d next Term & it is granted them

Lovett
vs
Lundem

Joseph Moffat of Greenwich in s^d County of Hampshire yeoman Appl^t vs Abraham Gibbs of said Greenwich yeoman Appe ~~Deft~~ In a plea of Trespass as at large of s^d preceeding Term and now at this Term s^d parties appear and s^d Referees to whom this Case was referred now come here and report as follows Viz^t We award and determine That s^d said Joseph pay s^d Abraham 3/ lawfull mony damages & and Cost of Suit, and Cost of Arbitration taxed at three pounds 1/6, Therefore it is considered by Court that s^d said Abraham do recover against s^d Joseph 3/ lawfull mony damages and Cost of Court & Reference taxed at thirteen pounds 9/4 and thereof he

Execon is 7th Jany 1768

Moffat Appt
vs
Gibbs Appe

W Allen vs Whipple

Noah Allen of Greenfield in the County of Hampshire yeoman Pltf vs Daniel Whipple of Montague in said County yeoman Deft In a plea of the case for that the as at large on record of the preceding Terme and now at this Term of said parties come here and because there is no Award made the said parties humbly pray that this Case may be continued until ye next Term, and it is granted them.

Marsh et al vs Spooner

Amos Marsh of Warwick in ye County of Hampshire yeoman Solomon Emmons of Windsor in the County of Cumberland and province of New York yeoman and mary his Wife late Mary Marsh & Jn Goodale of Brookfield in ye County of Worcester yeoman and Eunice his Wife late Eunice Marsh Henry Gilbert of said Brookfield yeoman and Patience his Wife late patience Marsh Adoniram Bartlet of said Brookfield yeoman and Miriam his wife late Miriam Marsh and Samuel Marsh of said Brookfield yeoman Pltfs vs Ebenezer Spooner of Ware in ye County of Hampshire yeoman Deft In a plea of Ejectment as at large on record of the preceding Terme and now at this Term of parties come here and humbly pray that this Case may be continued until the next Term and it is granted them

Sweney Admx vs Foot

Isaac Moor of Westfield in ye County of Hampshire yeoman and Abigail Moor his wife who was lately Abigail Sweney of Simsbury in ye County of Hartford & Widow Administratrix of the Estate of Benjamin Sweney of ye said Simsbury her late Husband Dec'd Intestate Pltfs vs Daniel Foot of a place called and known by the name of the Ashuelot Equivelant in ye County of Berkshire yeoman Deft In a plea of trespass on the Case as here to fore recorded and now at this Term of said Administratrix being three times publickly called to come into Court and prosecute her action is Nonsuit & ye said Daniel likewise defaulted and ye action accordingly dismissed

Ely et al vs Snow

John Ely yeoman and Timothy Ely Gentleman both of Springfield in ye County of Hampshire Pltfs vs Jabez Snow of Springfield aforesaid yeoman Deft In a plea of the Case as at large on record of the preceeding Term and now at this Term the said John and Judin come here and agreable to a statute of this Province in this Case provided It is ordered by the Court that the Case be continued until the next Term

Phillips vs Mixer

Simeon Phillips of Springfield in ye County of Hampshire yeoman Pltf vs John Mixer of Springfield in said County yeoman Deft In a plea of the Case as at large on record of ye preceeding Term and now at this Term of parties come here and because the Referees to whom this case was referred have not made any Award they humbly pray that this Case may be continued until ye next Term and it is granted them

Fowler vs Sumner

Bildad Fowler of Westfield in ye County of Hampshire yeoman Pltf vs Hezekiah Sumner of Sandisfield in ye County of Berkshire yeoman Deft In a plea of the Case as at large on record of the preceeding Term, and now come here the said Bildad and the said Hezekiah by Simeon Strong Gent his Attr comes here and confesses forfeiture of the bond and prays for an Equitable Chancery therein And upon the Court of the Lord the King now here not advised of giving their Judgment in this Case It is ordered by the Court that the Case be continued until the next Term

Goss vs Parsons

Thomas Goss of Berkhamstead in ye County of Litchfield in ye Colony of Connecticutt yeoman Pltf vs Jonathan Parsons of Granville in ye County of Hampshire yeoman Deft In a plea of ye Case as at large on record of ye preceeding Term and now at this Term of Thomas being three times publickly called to come into Court and prosecute his action is Nonsuit and ye Deft likewise defaulted and ye action accordingly dismissed

Dewey vs Leonard

Moses Dewey of Westfield in ye County of Hampshire yeoman Pltf vs Joseph Leonard Junr of Springfield in said County Gent Deft In a plea of the Case as at large on record and now at this Term of parties come here and because ye Referees to whom this Case was referred have not made any award they humbly pray that this Case may be continued until the next term and it is granted them

Parks v Ball

Elisha Parks of Westfield in the County of Hampshire Gentn Pltf vs Lebbeus Ball of Granville in said County yeoman Deft In a plea of the case as at large on record of the preceeding Term and now at this Term the Pltf comes here and humbly prays that this Case may be continued until next Term and it is granted him

Jones Esq v Rice

Daniel Jones of Hinsdale in y Province of New Hampshire Esq Pltf vs Moses Rice of Rutland District in y County of Worcester yeoman Deft In a plea of the Case as at large on record of the preceeding Term and now at this term the said Daniel comes here and the said Moses being three times publickly called to come into Court makes default of appearance Therefore it is considered by the Court that the said Daniel do recover against the said Moses the sum of two pounds 19/4 3/4 of lawfull money damages and Cost of Court taxed at three pounds 3/11 and therefore he may have his Execution — Execon is 3 Sept 1760

Phelps v Burt

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltf vs Ebenezer Burt of Springfield in said County yeoman Deft in a plea of the case for that he as at large on record, and now at this Term the parties come here and the referees to whom the case was referred not having made any award they humbly pray that this case may be further continued under the same rule until the next Term and it is granted them

Newport v Belding

Dan Newport of Hatfield in the County of Hampshire Labourer Pltf vs Reuben Belding of said Hatfield yeoman Deft In a plea of Trespass as heretofore recorded and now at this Term said Dan being three times publickly called to come into Court and prosecute his said Action is nonsuit, and the said Reuben comes into Court in his proper person and humbly prays that he may be allowed his Costs — It is therefore considered by the Court that the said Reuben do recover against the said Dan the sum of one pound 1/0 of lawfull money allowed him with his assent for his Costs in defending the Suit of the said Dan & thereof &c

Dix v Shepard

James Dix of Tyringham in y County of Berkshire yeoman Pltf vs John Shepard of Westfield in y County of Hampshire yeoman Deft in a plea of Trespass on the case as heretofore recorded, and now at this term the said parties come here and because the referees to whom this case was referred have not made any Award they humbly pray that this case may be further continued under the same rule until the next Term and it is granted them

Ouston v McLean

Thomas Ouston of the City of New York and in y County of New York and Colony of New York merch Pltf vs Alexander McLean of the said City of New York Merch Deft In a plea &c as at large on record of the preceeding Term And now at this Term the said Thomas comes here by Moses Hazen his Att and y Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court now here that the said Thomas do recover against the said Alexander the sum of four Hundred & twenty eight pounds 11/10 1/2 of lawfull money debt damages and Costs of Court taxed at six pounds & three pence — Execon is 11th Decemr 1767

Hitchcock adm v Brooks

Caleb Hitchcock of Brookfield in the County of Worcester yeoman Administrator on all and singular the Goods Chattels rights and Credits of Relatiah Hitchcock late of Springfield in the County of Hampshire Decd Pltf vs Noah Brooks of said Springfield yeoman Deft in a plea of Trespass on the case as at large on record and now at this Term y said parties come here by their respective Attorneys and the referees to whom this case was referred come here and report as follow viz) We do award that the said Caleb Admr of the Estate of Relatiah abovenamed do pay to the said Noah the Costs of this Suit & also pay the Cost of this reference being 13/6 It is therefore considered by y Court y said Noah do recover against the said Caleb the sum of one pound 7/ for his Costs in defending y Suit of y said Caleb

Rex v Cadwell &c

John Worthington Esqr of Springfield &c Att to our Sovereign Lord y King Pltf vs Simeon Cadwell yeoman Daniel Cadwell yeoman & Aaron Alvord yeoman all of Westbarnara in y County of Hampshire Defts as at large on record of y preceed Term and now at this Term the Pltf comes here by Deft being three times publickly called to come into Court makes default of appearance and he is therefore considered by the Court that against y said Simeon for his Capital sums by him respectively forfeited viz against y said Simeon £20 & against y said Aaron £10 and against y said Daniel £10 and Cost of Court against them all taxed at two pounds 3/10 and thereof &c

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Whipple vs Allen

Daniel Whipple of Groton in the County of New London and Colony of Connecticutt junior yeoman Pltf vs Noah Allen of Greenfield in the County of Hampshire yeoman Deft in a plea of the case as at large Large on record of the preceeding Term, Now at this Term of parties come and because of Referees to whom this case referred was, have not made any award they humbly pray that this case may be continued until the next term & it is granted

Burt vs Phelps

Ebenezer Burt of Springfield in y County of Hampshire yeoman Pltf vs Nathaniel Phelps of Northampton in y said County yeoman Deft In a plea of the case as at large on record of the preceeding Term and now at this Term of said Parties come here and because the Referees to whom this case was refered have not made any Award humbly pray that the case may be continued under the same rule until y next Term and it is granted them

Horton vs Leonard

Timothy Horton of Springfield in the County of Hampshire yeoman Pltf vs Joseph Leonard of said Springfield yeoman Deft In a plea of Covenant broken &c as at large on record of the preceeding Term and now at this Term the said Timothy comes here by John Worthington Esq his Attr and the said Joseph by Joseph Hawley Esqr his Attr comes and defends y force and injury and damages & whatever else he ought to defend when and where this Court will consider thereof and y said Joseph prays judgment of the Declaration in the within written Writ because he saith that the said declaration and all y matters therein contained are insufficient in law for the within named Timothy to maintain his said action against the said Joseph to which Declaration the said Joseph is under no necessity or in any wise bound by the Law of the Land to answer and this he is ready to verify, Whereupon for want of a sufficient Declaration in this case the said Joseph prays judgment of y said Declaration and that the same may be quash'd and that his y said Joseph's Costs may be adjudged to him — And the Pltf by his Attorney above named humbly prays that y case may be continued until the next Term and it is granted him

— Entries at this Term

Worthington vs Carrier No 1

Samuel Worthington of Belchertown in y County of Hampshire yeoman Pltf vs Benjamin Carrier Junior of said Belchertown yeoman Deft In a plea of the case for that said Benjamin at Belchertown aforesaid on y twenty fifth day of Feby Anno Dom 1766 by his promissory note in writing under his hand of that date for Value Rec promised said Samuel to pay him eight pounds 10/ lawfull money on demand with Interest till paid &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and y Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Samuel do recover against the said Benjamin y Sum of nine pound 17/9½ of lawfull money damages and Cost of Court taxed at one pound 0/1 and thereof &c ——— Execution 24th Nov 1767

Hedge vs Hinds No 2

Elisha Hedge of Marlborough in y County of Middlesex yeoman Pltf vs Joseph Hinds of Greenwich in the County of Hampshire yeoman Deft In a plea of Trespass whereon said Elisha Complains for that the said Joseph at said Greenwich between the first day of ~~August~~ July last past and y first day of August last past the said Elisha's Close in Greenwich aforesaid bounded South on a highway North on land in possession of one Dickinson East on land of John Gibbs West partly on land of William White and partly on y land of the said Elisha with force and arms broke and entred and the said Elisha's Rye there Lately growing to y Value of six pounds with force and arms cut down & carried away contrary to Law and against our peace to y Damage of the said Elisha as he saith eight pounds Also for that said Joseph at said Greenwich on the tenth day of September current one other Close of the said Elisha in Greenwich aforesaid bounded and described as follows viz, beginning at the North Easterly corner at a Butternutt Tree thence thence running down y River called y middle Branch to the County road thence running by the same road to land of John Gibbs thence running by said Gibbs land about eighty rods till it strikes y Line of the twenty third Lot in the second division with forward Arms broke and entred and the said Elisha's Corn there Lately growing Fifty

Value of four pounds with force & arms pluck gathered boots and carried away
and many other outrages against the said Elisha the said Joseph then & there
committed contrary to law and against our peace and to his damage ~~to~~ of the
said Elisha twelve pounds — The Plt appears by Simeon Strong Gent his
attorney and the Deft being three times publickly called makes default of
appearance in Court — It is therefore considered by the Court that
the said Elisha do recover against the said Joseph the sum of five pounds
of lawfull money damages and cost of Court taxed at two pounds & thereof &c
Execn is 16th Nov. 1767

Hedge
v
Hines

Elisha Pendell lately of Sunderland in the Province of New York yeoman
Plt vs Ebenezer Cooley of Williamstown in the County of Berkshire
yeoman Deft In a plea of the case for that said Ebenezer at Northampton
on the twenty third day of June Dom 1766 by his note of that date for
Value rec'd promised the said Elisha to pay him five pounds & ten shilling
lawfull money to be paid to said Elisha in neat Cattle at the market price
within one year from the date with the lawfull interest till paid & as in the Writ
The Plt appears by Woodbridge Little Gent his Attorney and the Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Elisha do recover
against the s[d] Ebenezer five pounds 10/5¼ of lawfull money damages and
Cost of Court taxed at two pounds 15/ & thereof &c — Execn is 16th Nov. 1767

Pendell
v
Cooley
No 3

Fisher Gay of Farmington in the County of Hartford & Colony of Connecticutt
Gent Plt vs William Southmayd late of Waterbury in the County of New Haven
and in the Colony aforesaid Gent Deft In a plea of the case for that the said William
at Northampton on the last day of August Dom 1766 being indebted to the
said Fisher in the sum of two pounds & lawfull money for sundry Articles of
Account on Book did then & there in Consideration thereof promise said Fisher
to pay him the same on demand &c as in the Writ — The Plt appears by
Woodbridge Little Gent his Attorney and the Deft being three times publickly
called makes default of appearance in Court — Therefore It is considered by the
Court that the said Fisher recover against the said William two pounds & of lawfull
money damages and cost of Court taxed at two pounds 9/6 & thereof &c
Execn is 16th Nov. 1767

Gay
v
Southmayd
No 4

Joshua Porter of Salisbury in the County of Litchfield and Colony of Connecticutt
Esqr Plt vs Elijah Leonard of Springfield in the County of Hampshire yeoman Deft
In a plea of the Case for that the said Elijah at Springfield on the fourth day of the
last past by his note of that date for Value rec'd promised the s[d] Joshua to pay
him the Sum of three pounds & lawfull money on demand with lawfull
Interest for the same from the twentieth day of the same Feb[y] then
Instant till paid, Yet the said Elijah tho often thereto required hath never
paid the same or any part thereof but wholly neglects and refuses to do it
To the damage of the said Joshua five pounds The Plt appears by Woodbridge
Little Gent his Attorney and the Deft being three times publickly called makes
default of appearance in Court — Therefore It is considered by the Court that
said Joshua recover against said Elijah three pounds 9/9¾ of lawfull money
damages and cost of Court taxed at two pounds 7/4 & thereof &c —

The said Elijah afterwards now at this same Term comes here by John Worthington Esq[r] his Attorney and appeals from the judgment of this Court to the
Superiour Court of Judicature to be holden at Springfield within & for s[d] County
of Hampshire on the fourth Tuesday of September next ensuing and recognizes
with Sureties as the Law directs for s[d] Elijah prosecuting s[d] Appeal with effect
as by said recognizance as on file it appears

Porter Esq
v
Leonard
No 5

Ethan Allin of Northampton lately of Salisbury in the County of Litchfield in
the Colony of Connecticutt yeoman Plt vs Israel Brownson lately of Northampton
in the County of Hampshire yeoman Deft In a plea of the Case for that whereas
the said Israel on the fifteenth of August instant at Northampton aforesaid
being indebted to the said Ethan in the sum twelve pounds 9/ lawfull
money for the several Articles of the Acct annexed to the Writ then & there in Con-
sideration thereof to s[d] Ethan faithfully promised to pay the said Sum

Allin
v
Brownson
No 6

216
Allin
vs
Brownson

Whenever afterwards he should be thereto requested &c as in the Writ —
The plt appears by Joseph Hawley Esq his Attr and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Ethan recover against the said Israel twelve pounds 0/0 of lawfull money Damages and Cost of Court taxed at £2 2/ Costs &c
Execon is 13th Nov 1767

Lanksbury
vs
Lundern
No 7

William Lanksbury of Northampton in the County of Hampshire miner plt vs Israel Brownson late of said Northampton yeoman Deft In a plea of Trespass on the Case for that whereas the said Israel and William on the twenty fourth day of March A D 1767 at Northampton aforesd accounted together concerning divers Sums of money before that time due to said William from the said Israel and then in arrear and unpaid and upon such Account stated aforesd Israel was then and there found in arrear to the said William in the Sum of twenty four pounds 0/0 lawfull mony and being so found in arrear Israel in Consideration thereof to wit on the same day and year aforesd at Northampton aforesd undertook and to said William faithfully promised that he the said Israel would pay the said William the aforesd Sum whenever afterwards he should be thereto required &c as in the Writ — The plt appears by Joseph Hawley Esq and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said William recover against the said Israel the Sum of twenty four pounds 0/0 of lawfull mony damages Cost of Court taxed at one pound 5/4 and thereof &c
Execon Issued 17th November 1767

Mun
vs
Alexander
No 8

Thinehas Mun of Deerfield in the County of Hampshire yeoman plt vs Giles Alexander late of Boston in the County of Suffolk yeoman Deft In a plea of the Case for that the said Giles on the twenty seventh day of May last at Deerfield aforesaid by his promissory note in writing of that date for Valuelied promised the said Thinehas to pay him or his order thirteen pounds 19/ lawfull money on demand &c as in the Writ — The plt appears by Seth Catlin Gent his Attr and the said Giles being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Thinehas recover against the said Giles the Sum of thirteen pounds 19/ of lawfull money damages Cost of Court taxed at one pound 9/11 and thereof &c
Execon is 9th Dec 1767

Cleland
vs
Cleland
No 9

Robert Cleland of New London in the County of New London and Colony of Connecticut Yeoman plt vs Samuel Cleland of Greenwich in the County of Hampshire Yeoman Deft In a plea of the Case for that the said Samuel at Greenwich aforesaid on the nineteenth day of July A D 1765 by his note of that date for Valuelie promised the said Robert to pay him the sum of ten pounds lawfull mony to be paid on or before the first Day of September A D 1767 Yet the said Samuel tho often requested has never paid the same or any part thereof (although the time of payment is long since past) but unjustly neglects and refuses to do it To the damage of the said Robert Twelve pounds — The plt appears by Elisha Porter Gent his Attr and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Robert do recover against the said Samuel ten pounds of lawfull mony damages & Cost of Court taxed at two pound 9/0 and thereof &c
The said Samuel afterwards now at this same term comes hereby Simeon Strong Gent his Attorney and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Sureties as the Law directs for the said Samuel prosecuting the appeal with Effect as by said recognizance as on file it appears

Upham
vs
Gibbs
No 10

Kathron Upham of Brookfield in the County of Worcester ~~yeoman~~ Gentlewoman plt vs Abraham Gibbs of Greenwich in the County of Hampshire yeoman Deft In a plea of the Case for that said Abraham at Northampton on the fourteenth day of August A D 1766 by his note of that date for Valuelie promised said Kathron to pay her four pound 10/10 1/4 within one year from the date with Interest &c as in the Writ — The plt appears by Joshua Upham Gent his Attr and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Kathron do recover against the said Abraham four pounds 17/5 1/4 of lawfull money damages & Cost of Court taxed at one pound 0/0 and thereof &c

Nathaniel Alexander of Springfield in the County of Hampshire yeoman
Plt vs Micah Spooner of Ware in s^d County aforesaid yeoman Deft In plea
of Trespass on the Case for that said Micah at Springfield on the Eighth day of June
A D 1767 by his note of that date for Value rec^d promised one Abner Smith
to pay him or his order three pounds 13/9 on demand together with lawfull
Interest for the same till paid Afterwards to wit on the seventeenth day
of August Instant at said Springfield no part of the contents of s^d Note having
been paid to s^d Abner Smith by the said Micah he the said Abner assigned and
indorsed the same note over to the said Nathaniel for Value of him rec^d & by his
said Indorsment on ye Back of said Note with his own proper hand subscribed
thereto directed and ordered him ye said Micah to pay the contents of said Note
then wholly due and unpaid to ye said Nathaniel or his order for Value of him
rec^d whenever after he should be thereto required of all which he the said Micah
there afterwards to wit on the same seventeenth day of August instant gave
the said Micah notice by reason of all which he the said Micah then and
there was and became liable and chargeable to pay the contents of ye same note
to ye said Nathaniel ye Pl^t on demand and in consideration thereof he ye s^d
Micah then and there upon himself assumed and to ye said Nathaniel
faithfully promised to pay him ye said Nathaniel the contents of ye same
Note on demand; Nevertheless he ye said Micah tho often requested and par-
ticularly at said Springfield afterwards on ye same seventeenth day of August
aforesaid hath not paid said Nathaniel the same or any penny thereof or
any ways fulfilled his said promise but hitherto hath and still neglects &
refuses to pay him the same to the damage of the said Nathaniel five
pounds — The Pl^t appears by Moses Bliss Gent his Attorney and ye Deft being
three times publickly called to come into Court makes default of appearance &c

It is therefore considered by the Court that the said Nathaniel do
recover against the said Micah the sum of three pounds 13/5 1/4 of lawfull
money damages and Cost of Court taxed at one pound 13/ and therefore &c

The said Micah afterwards at this same term comes here by Simeon
Strong Gent his Attorney and appeals from ye judgment of this Court to y^e
Superiour Court of Judicature to be holden at Springfield within and for
the County of Hampshire on ye fourth Tuesday of September next ensuing and
here recognizes with Sureties as the law directs for the said Micah prosecuting
the appeal with Effect as by said recognizance on file it appears

27
Alexander
vs
Spooner
11

Jonas Mace of Monson in ye County of Hampshire yeoman Pl^t vs Caleb
Thayer of Charlemount in ye same County yeoman Deft in a plea of ye Case
for that the said Caleb on ye fourth day of December A D 1767 at Monson
aforesaid by his note under his hand for Value rec^d promised the s^d Jonas to
pay him or his order eight pounds 13/8 lawfull money on demand with
lawfull interest for the same till paid & yet ye said Caleb Thayer tho often
requested hath not paid the same sum nor ye Interest thereof but he
neglects it to ye damage of the said Jonas twelve pounds — The Pl^t appears
by Jonathan Bliss Gent his Att^y and ye Deft being three times publickly
call'd makes default of appearance in Court — It is therefore considered by
the Court that the said Jonas do recover against the said Caleb nine pounds
16/3 1/4 of lawfull money damages & Cost of Court taxed at £2 11 0 1/4 & therefore &c

The said Caleb afterwards now at this same term comes here by Joseph
Hawley Esqr his Attorney and appeals from ye judgment of this Court to y^e
Superiour Court of Judicature to be holden at Springfield within and
for the County of Hampshire on ye fourth Tuesday of September next
Ensuing and here recognizes with Sureties as the law directs for the said
Caleb prosecuting the appeal with Effect as by said recognizance as soon
as file it appears

Mace
vs
Thayer
12

Joseph Colton of Monson in ye County of Hampshire yeoman Pl^t vs Thomas
Willington Junr of Waltham in ye County of Middlesex yeoman Deft in a plea
of the Case for that the said Thomas on ye twenty eighth day of April last past
at Monson aforesaid by his note for Value rec^d promised said Joseph to pay him

Colton
vs
Williston
13

Wo
Colton
vs
Williston

two pounds eight Shillings Lawfull money in three months from that time &c as in the Writ &c The Pltf appeared by Jonathan Bliss Gent his attorney and the Deft being three times publickly called made default of appearance in Court It is therefore considered by the Court that the said Joseph do recover against the said Thomas the Sum of two pounds 0s0 lawfull money damages & Cost of Court taxed at two pounds 0s0 and thereof &c

Execon is 31st Decr 1767

Washburn
vs
Hamlin
15

Noah Washburn of Hartford in y County of Hartford and Colony of Connecticutt Cooper Pltf vs Elisha Hamlin of Haddam in said County of Hartford yeoman Deft In a plea of the case for that the said Elisha on y first day of October instant at Springfield in the County of Hampshire being indebted to y said Noah in y Sum of twenty three pounds Lawfull money for sundry goods Wares & Merchandizes there before that time to him the said Elisha sold and delivered at his special Instance and request by the said Noah he the said Elisha then and there in con=sideration thereof promised the said Noah to pay him the same sum on demand Yet the said Elisha tho often requested hath not paid the same Sum or any part thereof but neglects it To the damage of y said Noah Thirty pounds The Pltf appears by Jonathan Bliss Gent his attorney and forasmuch as it appears to this Court that the said Elisha is not an Inhabitant of this Province at y time of the Service of y Writ was & still is out of It is ordered that the case be continued until y next term of this Court to be holden at Northampton on y second Tuesday of February next ensuing

Rogers
vs
Jones
16

William Rogers of Greenwich in the County of Hampshire yeoman Pltf vs William Jones late of Hadley in said County yeoman Deft In a plea that the said William Jones render to the said William Rogers Six pounds 19s 3½ lawfull money of our Province of the Massachusetts Bay in New England which to him he owes and from him unjustly detains and whereon y said William Rogers declares that the said William Jones heretofore to wit on the last Tuesday of August in the fourth year of our Reign in our Inferiour Court of Common pleas then holden at Springfield within and for our said County of Hampshire by the Judgment of the same Court recovered against the said William Jones by the name of William Jones of Hadley in the same County yeoman Six pounds 19s 3½ lawfull mony as aforesaid as well by reason of certain Trespass on y case lately done by y said William Jones to y said William Rogers and also his expences & Costs laid out by him about his Suit in this particular whereof he is convicted as it doth by the record and proceedings now remaining in our said Court manifestly appear which said Judgment is now in it's full force not reversed annulled or satisfied and tho y said William Rogers hath since sued out Execon upon y same Judgment yet the same Execon was returned wholly unsatisfied: And tho after the return of s^d Execon the said William sued out an Alias Execon on the same judgment, yet said Alias Execon was afterwards returned in no part satisfied and tho after the return of the said Alias Execon the said William Rogers sued out a pluries Execon on y same Judgment yet the same was returned wholly unsatisfied and tho s^d Willm Rogers hath never sued out any other Execon on said Judgment than those before mentioned whereby action accrued to the said William Rogers to require and have of the said William Jones the said Sum of Six pounds 19s 3½, Nevertheless the s^d Wm Jones tho often requested hath not to said Wm Rogers said Sum or any part thereof but wholly neglects and altogether refuses to do it, to y damage of the said Wm Rogers the Sum of ten pounds &c The Pltf appears by Simeon Strong Gent his Attorney and for that it appears to the Court that the said William Jones at y time of y Service of y Writ was & is now out of y Province It is ordered by the Court that the said action be continued until the next Term to be holden at Northampton on y second Tuesday of February next ensuing

Strong
vs
Fowler
17

Simeon Strong of Amherst in y County of Hampshire Gent Pltf vs Bildad Fowler of Westfield in y same County yeoman Deft In a plea of the Case for that the said Bildad at said Westfield on the last day of March Anno 1767 owed the s^d Simeon y Sum of two pounds 9s^d Lawfull money of our Province of the Massachusetts Bay in new England for sundry Articles of Account the particulars whereof are contained in the Schedule annexed to y Writ and then and there in consideration thereof promised said Simeon to pay him the same Sum on demand and also for that s^d Simeon on y last day of September last past at Westfield aforesaid had and performed for the said Bildad at the said

Bildad special Instance and request certain Labour and Service in s^d said Simeons Office and Business of an Attorney in Consideration whereof the said Bildad then and there to wit on said last days of September at Westfield aforesaid undertook and promised said Simeon to pay and content to him so much money as s^d said Simeon reasonably deserved to have of s^d said Bildad for the same Labour and Service performed by said Simeon for said Bildad as aforesaid whenever he the said Bildad should be thereto required and the said Simeon says that he reasonably deserved to have of the said Bildad for the Labour and Savice aforesaid another Sum of two pounds 6/8 lime money of which s^d said Bildad afterwards to wit the same day and year last aforesd at Westfield aforesd had notice from s^d said Simeon. Nevertheless the s^d Bildad not regarding his said promise made in form aforesaid but contriving and wickedly intending to defraud the said Simeon in this particular hath not paid s^d said several Sums or any part thereof to said Simeon or anyway performed his said promises or either of them tho' by said Simeon thereto often requested to wit on the first day of Octo instant and often since at Westfield aforesd but s^d Bildad hitherto hath and still refuses to do it To ye damage of s^d said Simeon the sum of three pounds — The said Parties appear in their proper persons and humbly pray that this case may be continued until ye next Term and it is granted them

No 9.

Strong vs Fowler

Josiah Chauncy of Amherst in ye County of Hampshire Esqr pl^t vs William Jones late of Hadley in said County yeoman Deft In a plea of the case for that said Wm at s^d Amherst on ye tenth day of August Dom 1761 by his note of that date for Value rec^d promised said Josiah to pay him the Sum of four pounds 3/6¼ lawfull money of the Province of the Massachusetts Bay in new England on demand Yet the said William tho' often requested hath never paid the same or any part thereof but wholly neglects it To ye Damage of s^d said Josiah the sum of five pounds — The pl^t appears by Simeon Strong Esqr his attorney & so far as much as it appears to ye Court now here that the said William is not now an Inhabitant of this Province It is ordered by the Court that the action be continued until ye next Term to be holden at Northampton on the second Tuesday of Feby next ensuing

Chauncy vs Jones

Edmund Taylor of Greenwich in ye County of Hampshire yeoman pl^t vs John Harwood of Ware in ye same County yeoman Deft In a plea wherein s^d Edmund demands against said John a certain Tract of land with ye appurtenances lying in said Greenwich being part of a lot of land called ye Home lot No 9 which said demanded Tract is described and bounded by the following lines vizt beginning at the Northeast Corner which is one Hundred & Eight rods North ward from Reeds ten thousand Acre Grant (so called) thence running by ye Highway the said Hundred and eight rods to s^d Reeds Grant bounding on the East Side by said Highway thence running westerly eighty rods and bounded by said Grant on ye South Side thence running a little West of North to a Red Oak Tree marked thence running Northerly bounding on the Lot Number ten till ye Line comes within Seventy rods of the fore mentioned North East Corner thence running ye said Seventy rods to s^d Northeast Corner and whereon the said Edmund says that he the said Edmund within thirty years last past was seized of the said Demanded premises with the Appurtenances in his Demesne as of Fee & right in a time of Peace in the reign of our Loyal Grandfather George the second by the Grace of God of Great Britain France & Ireland King &c taking ye Profits thereof to the Value of thirty shillings by the year, since which the said John hath unjustly and without judgment entred into the said Demanded Premises & thereof Disseised the said Edmund and still unjustly detaineth him, To the damage of the said Edmund the sum of one Hundred Pounds — The pl^t appears by Simeon Strong Esqr his attorney and the said John by Joseph Hawley Esqr his attorney comes and says before the day of the Purchase of this Writ to wit on ye first day of October last at Greenwich in this Writ mentioned one

Taylor vs Harwood vs

220

Taylor
vs
Harwood

John Harwood of Greenwich aforesaid was seised of the Tenements in this Writ demanded with the appurtenances in his Demesne as of Fee and being so thereof seised before the day of the purchase of the said Writ to wit on the first day of October at the said Greenwich let and demised the said demanded Tenements with the appurtenances to him the said John Harwood Junr to have to have and to hold to him at the Will of the said John Harwood By virtue of which Demise the said John Junr was and yet is thereof possessed & so the said John Junr says that he holds and at the Day of the purchase of the Writ aforesaid he held the said demanded Tenements with the appurtenances at the will of the said John Harwood, & Reversion thereof after his Estate thereof shall be ended belonging to the said John Harwood and his Heirs without whom the said John Junr says that he cannot answer the said Edmund Taylor concerning the said demanded Tenements nor Draw or bring the Plea or action thereof unto judgment and therefore he prays the aid of the said John Harwood and that the Case may be continued until the next Term of this Court and it is granted him & the action is continued accordingly

Powers
vs
Willson

20

Isaac Powers of Greenwich in the County of Hampshire yeoman Plt vs Solomon Willson lately of Peter Sham in the County of Worcester yeoman Deft In a plea of the case for that said Solomon at Greenwich on the Eighth day of Octo Anno 1766 by his note of that date for Value Rec promised said Isaac to pay him or his order twelve pounds lawfull money within twelve months from the date of said Note with Interest &c as in the Writ — The Plt appears by Sir Strong Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Isaac do recover against the said Solomon the Sum of

of lawfull money damages and Cost of Court taxed at £1,12/6 & three pence &c

Warner
vs
Allen

20

Jonathan Warner of Hadley in the County of Hampshire Trader Plt vs Ethan Allen of Northampton in said County Yeoman Deft In a plea of the Case for that the said Ethan at Northampton aforesaid on the thirteenth day of August instant was justly indebted to the said Jonathan Warner in the Sum of twelve pounds lawfull money of the Province of the Massachusetts Bay in new England for diverse Articles of Book debt according to a Schedule annexed to the Writ and then and there in Consideration thereof promised the said Jonathan Warner to pay him the same Sum on demand, Yet the said Ethan tho thereto often requested hath never paid said Sum or any part thereof but unjustly neglects to do it To the damage of the said Jonathan fourteen pounds — The Plt appears by Sir Strong Gent his Attr and the said Ethan by Joseph Hawley Esq his Attr comes and defends &c and says that he never promised the said Jonathan in manner & form as the said in this Writ against him has alledged and thereof puts himself on the Country

And the said Jonathan by his above named Attorney receiving Liberty to waive this Plea on the Trial of the Appeal & join the Issue tendered says that the said Ethans Plea above pleaded and the Matters therein contained are insufficient in Law wherefore he prays judgment of the same and that he may be allowed his Costs — and the said Ethan consenting says his Plea is sufficient — Thereupon the premises being seen and by the Court of our Lord the King now here fully understood forasmuch as it appears to said Court that the Plea aforesaid of the said Ethan and the matters therein contained are good and sufficient in Law to preclude the said Jonathan from proceeding in his said action against the said Ethan It is therefore considered by the Court that the said Jonathan by his Plea aforesaid have nothing but that for his groundless Demand he be in mercy, It is likewise considered by said Court that the said Ethan do recover against the said Jonathan £ with his assent for his Costs in defending the Suit of the said Jonathan

The said Jonathan by his above named Attorney appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and here recognizes with Sureties as the Law directs for the said Jonathans prosecuting the appeal with effect as by said recognizance as on file it appears

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Taylor vs Graves

22

John Taylor of Deerfield in the County of Hampshire yeoman ptt vs Moses Graves of Litchfield in the County of Berkshire Gent Deft In a plea of Trespass on the case whereon the said John complains that whereas one Abraham Bass on the third day of May A.D. 1752 at Deerfield aforesaid made a certain promisory note in writing Subscribed his hand with & thereto and delivered the same to ye said John by which he promised to pay to ye said John five pounds 10/ meaning that Sum of the lawfull money of our Province of ye Massachusetts Bay in New England on demand with lawfull interest for the same till paid for Value rec'd by reason whereof ye said Abraham became indebted & obliged to pay to ye s'd John ye said five pounds 10/ and the lawfull interest thereof whenever afterwards he should be by ye said John thereto required ye said John in fact says that afterwards to wit) on ye third day of Oct. A.D. 1753 at Deerfield aforesd ye s'd note being in his hands and ye whole Contents thereof both Principal and Interest bin unpaid & due to him from the said Abraham and he ye s'd Abraham being then & there possessed of a certain Cow of ye price of six pounds as of the proper Goods & Chattels of him the said Abraham and he ye said John being in great need of ye said Cow a Discourse then and there was had between ye s'd John & ye said Abraham concerning ye s'd Debt due from the s'd Abraham to ye said John upon the said note & concerning his ye s'd John's taking the said Cow of the s'd Abraham towards Satisfaction of ye Debt aforesd upon which discourse it was then and there agreed between the said Abraham & John y't he the said Abraham within three weeks next after ye s'd third day of Oct. should deliver ye said Cow to him ye said John at Deerfield aforesaid & that he ye s'd John should accept ye s'd Cow toward Satisfaction of ye said Debt on ye note aforesaid at such a price and at ye Discharge of such a sum & part of ye s'd Debt as ye s'd Cow should amount to at one penny & eleven fifteenths of a penny by ye Pound & he the s'd Abraham then & there to wit on ye s'd third day of October at Deerfield aforesaid in Consideration y't ye s'd John at his request had agreed & promised to accept the said Cow in manner aforesd toward Satisfaction of ye said Debt on ye note aforesd undertook and Engaged to ye s'd John that he would deliver the said Cow to him ye said John according to ye Tenor of y'e Agreement aforesaid & ye said John further in fact says that afterwards on ye same third day of Oct. at Hatfield in our County aforesaid the s'd Moses being desirous to buy & have ye s'd Cow of ye s'd Abraham and by Discourse had between ye said Moses and the said Abraham of and concerning the said Abrahams Debt to ye s'd John & his ye said Abrahams special contract and Engagement to deliver the said Cow to ye said John above specified & he the said Moses being informed that ye said Abraham would not sell ye said Cow to him ye said Moses without ye Consent and License of him the said John he the s'd Moses to induce ye said John to consent that the s'd Abraham should sell ye said Cow to him ye said Moses then and there to wit on the said third day of Oct. at Hatfield aforesd in and by a certain writing signed & Subscribed with the proper name of ye said Moses by a certain person thereunto by the said Moses lawfully authorized agreed & to ye s'd John faithfully promised that if he the said John would release that Cow meaning that if he ye s'd John would release ye said Abraham from his agreement and special promise to ye s'd John above specified touching his the said Abrahams Cow aforesd he ye s'd Moses would answer Bass Debt meaning that he ye said Moses would pay & satisfy to him the s'd John y'e whole Sum which was then due from ye said Abraham to him ye said John on said note aforesd and any further Interest there should accrue and grow due to ye said John by Vertue of the said Note) whenever afterwards he the said Moses should be after thereto required and the said John says that the sum then due on said note was ye Original Principal of ye same above mentioned and ye lawfull interest thereof to ye said third day of Oct. and the said John further avers that afterwards on ye s'd third day of Oct. at Deerfield at ye request and in consideration of ye promise of ye s'd Moses above specified he did release that Cow, that is to say he did fully & absolutely release ye s'd Abraham from his agreement and special promise touching the Delivery of ye said Cow to him the said John above specified and did then & there give his Consent & express Licence to him the said Abraham to sell ye said Cow to ye said Moses or any other person at his free Will & pleasure of all which he ye s'd Moses afterwards on ye said third day of Oct. at Hatfield aforesd was notified by the s'd John & ye said John says he has never since rec'd ye said Cow & that he ye s'd Abraham has never since paid nor in any ways contented him the s'd John ye Contents of the said note or any part thereof Nevertheless said Moses not regarding his s'd Agreement & undertaking but contriving & defrauding the said John in this particular hath not yet paid ye said John ye s'd Sum which on ye said third day of Oct. was due to him from ye said Abraham on ye note aforesaid nor any part of the Content thereof according to his s'd Promise and undertakings &

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Taylor vs Graves

although the said Moses on the fourth day of October aforesaid and often times since at Hatfield aforesaid was by the said John thereto requested but has altogether hitherto and still doth refuse to pay and satisfy the same To the damage of the said John the Sum of twelve pounds

The parties before named to wit the Pltf in his proper person and the said Moses by Woodbridge Little Gent his Attorney come here and refer this case to the final determination and award of Deacon Ebenezer Hunt Major Salah Barnard and Mr Elisha Hubbard or any two of them (Arbitrators mutually elected by the said parties) to be made upon the premises and returned into this Court so soon as may be, and the case is continued until the next Term

Fowler vs Webb 23

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf vs Samuel Webb of Murrayfield in said County yeoman Deft, In a plea of the Case for that the said Samuel at said Westfield on the twenty fifth day of August Anno 1767 by his note of that date for Value rec'd promised said Bildad to pay him the Sum of five pounds L.M. lawfull money on demand with Interest till paid, Yet the said Samuel tho often thereto requested hath not performed his said promise But he wholly denys to do it To the damage of the s'd Bildad the Sum of Six pounds, The Pltf appears by John Thelys Gent his Attr and the Deft being three times publickly called to come into Court makes default of appearance

It is therefore considered by the Court that the said Bildad do recover against the said Samuel five pounds 4/0½ of lawfull money damages & Cost of Court taxed at one pound 10/7 and thereof &c

The said Samuel afterwards now at this same Term comes here in his proper person and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the Fourth Tuesday of September next ensuing and there recognizes with Sureties as the Law directs for the said Samuel's prosecuting the appeal with Effect as by said recognizance as on file it appears

The foregoing Judgments being made and entred up in manner aforesaid the said Court was adjourn'd without Day

Attest W.m Williams Cler

, Hampshire ss Anno Regni Georgii Tertii Regis magna Britannia Franciæ & Hiberniæ Octavo

At his Majestys Inferiour Court of common pleas holden at Northampton within & for the County of Hampshire by adjournment of the General Court on the third Tuesday of March being the fifteenth day of the said Month Vide die in diem to the 18th day of the same month Anno Domini 1768 — February Term 1768

Present

Israel Williams Esq

Timothy Dwight Junr Esq

Thomas Williams Esq

Jury of Trials

Isijah Strong foreman
Ithamar Strong
John Brown
Josiah Cooley
Elisha Wait
Seth Graves
Joseph Ashley
Eliakim Smith
Nathl Bastow
Isaac Gray
Azariah Dickinson
Elijah Clap

Jurors

In the case Stanvs Clap
Amos Allen
Benja Tupper
Ithamar Strong
Elijah Clap
Sqr Elijah Leonard
Absent) excused
Decr Joseph Mitchel
Present) Excused

Continued Actions

Joel Ely yeoman and Benjamin Leonard yeoman both of Springfield in the County of Hampshire Ptts vs John Townley of Hartford late of merchant Deft In a plea of the Case as here to fore recorded and now at this Term said parties come here and because the Referees to whom this Case was referred have not made any Award they humbly pray that the case may be continued under the same rule until the next Term of this Court and it is granted them — Ely & Leonard vs Townley

Benjamin Day Gentn and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of said Springfield Gentn Decd ptts vs Bildad Fowler of Westfield in said County yeoman Deft in a plea of the case as at large on record, and now at this Term the parties come here and because the Referees to whom this case was referred have not made any award they humbly pray that the Case may be continued under the same rule until the next term and it is granted them — Jones Exrs vs Fowler

Nathaniel Taggart yeoman and James Taggart yeoman both of Blandford and David McMurry and Jane McMurry both of said Blandford Infants and Children of George McMurray late of Blandford aforesd Decd and Susannah McMurray his Wife who was formerly Susannah Taggart and which said David and Jane by Infants sue by Jane Taggart of said Blandford in County of Hampshire their Grandmother and next friend ptts vs Sylvanus Perry of Westfield in County yeoman Deft in a plea of Ejectment, as heretofore recorded and now at this Term the parties come Here to wit ptts by John Worthington Esq their Attorney and dft by Joseph Hawley Esq his Attorney — And now at this time Bildad Fowler of Westfield yeoman, who ye said Silvanus at a former term of this Court vouched to Warrant the Lands & demanded by ye demandants against the said Silvanus, comes here in his proper person & freely warrants to the said Demandants the premises by them demanded, And thereupon the said Nathaniel Taggart and James Taggart and the said David McMurray & Jane McMurray by their Attorney aforesaid demand of the said Bildad Fowler Warrant by his warranty the Lands aforesaid with ye appurtenances and the said Bildad agreeing that no advantage shall be taken against ye ptts for the omission want of any particular & formal declaration against the said Bildad say that the said George Dispeived the said Samuel Thetson in ye Original — Taggart vs Perry

Declaration named as therein mentioned and that from sd Samuel
The right descended to sd other Samuel his Father as in said Declaration
mentioned and from the same ~~Samuel~~ the right to the said Lands with
the Appurtenances descended and came to ptts and that the said Sylvanus
had no entry into the Messuage and Lands aforesaid but by the said
Bildad to whom the said George demised the same and who unjustly &
without judgment dispeised the said Samuel first aforesaid, yet said
Sylvanus unjustly withholds the same from the demandants and
where of they bring this Suit &

Taggart vs Perry

And the said Bildad by John Phelps Gent his Attorney agreeing to
take no advantage of sd above Omission and reserving to himself liberty
of framing any new plea at the Tryal of the appeal pleads and
says that the said Bildad never Dispeised the said Samuel of the lands
within mentioned in manner and form as the ptts in their declaration
have alledged & thereof he puts himself on sd Country

And the ptts by their Attorney aforesaid agreeing to the reservation used
of sd said Bildad say that the Defts plea above pleaded and the matters therein
contained are an insufficient answer to their Declaration and that
they are not holden by the law of the Land to answer thereto all which
they are ready to prove Wherefore they pray judgment for sd Lands
demanded with sd Appurtenances and for Costs of Suit

And the said Bildad says his plea is sufficient & therefore prays
judgment and judgment for his Costs

Thereupon all and singular the premises being seen and fully
understood by the Court & the Lord the King now here for that it appears
to the said Court that the plea aforesaid of the said Bildad by him
in manner and form above pleaded and the matters therein contained
are not sufficient in law to preclude the ptts from proceeding in their
said Action against the said Bildad or from their damages and Cost

It is therefore considered by the said Court that the said ptts do
recover against the said Bildad Fowler Jerviant by his Warranty ~~Messuage~~ aforesaid
Messuage and Lands with the
appurtenances and Costs of Court taxed at seven pounds 11/3 and 6d

The said Bildad Fowler Jerviant by his Attr above named appeals from
the judgment of this Court to the Superiour Court of Judicature to be
holden at Springfield within and for the County of Hampshire on
the fourth Tuesday of September next ensuing and here recognizes with
Sureties as the Law directs for the said Bildads prosecuting sd appeal
with Effect as by said Recognizance as on file it appears

Scripture vs Jackson

Simeon Scripture of Coventry in sd County of Windham Esq Trader Attr
Joseph Jackson of Boston in sd County of Suffolk Trustman Deft in a plea
of the case as at large on record and now at this Term the said Parties
come here, and because the Referees to whom this Case was referred
have not made any award they humbly pray that that this case
may be continued under sd same rule untill sd next Term & it is granted them

Eustis vs Danks Esq

Jane Eustis of Boston in sd County of Suffolk Milliner ptt vs Benon Danks
lately of Chignecto in sd Province of Nova Scotia Esqr Deft, In a plea of Trespass
as at large on record, and now at this time the sd parties come here by their
respective Attornies and humbly pray that the Case may be continued
until the next Term and it is granted them

Ingersoll vs Pond

David Ingersoll of Great Barrington in sd County of Berkshire Gent ptt vs
David Pond late of Mendon in sd County of Worcester yeoman Deft and an Absconding
Debtor in a plea of the Case as heretofore recorded And now at this time said
David Ingersoll comes here by Moses Bliss Gent his Attorney and sd said David
Pond being three times publickly called makes default of appearance in Court, It is
therefore considered by the Court that sd David Ingersoll recover against the said
David Pond Eight pounds 10/10 of lawfull money Damages & Cost of Court taxed at Eight pds 8 thereof
Decon is 22d July 1766

Lovell vs Lundem

James Lovell of Mendon in sd County of Worcester yeoman Attr vs David Pond late of
said Mendon yeoman an Absconding Debtor Deft in a plea of sd Case as at
large on record, and now at this time sd James comes here by Moses Bliss Gent his
Attr and sd Deft being three times publickly called makes default of appearance in Court
It is therefore considered by sd Court that sd said James recover against sd David
twenty eight pounds 12/4 of lawfull money damages and Costs of Court taxed at four
pounds 17/8½ and thereof &c
Decon is 26th May 1766

Noah Allen of Greenfield in y County of Hampshire yeoman ptf vs Daniel Whipple of Montague in y same County yeoman Deft in in a plea of the Case as at large on record, and now at this Term the said Parties come here and because the Referees to whom this case was referred have not made any award they humbly pray that the case may be continued until y next Term and it is granted them

Allen vs Whipple

Amos Marsh of Warwick in y County of Hampshire yeoman Solomon Emmons of Winder in y County of Cumberland and Province of New York yeoman and Mary his wife late Mary Marsh John Grodale of Brookfield in y County of Worcester yeoman and Eunice his Wife late Eunice Marsh Henry Gilbert of said Brookfield yeoman and Patience his Wife late Patience Marsh Adoniram Bartlet of said Brookfield yeoman and Miriam his wife late Miriam Marsh and Samuel Marsh of said Brookfield yeoman (which said Solomon, John Henry, Adoniram sue by their Wives) ptfs vs Ebenezer Spooner of Ware in y County of Hampshire yeoman Deft In a plea of Ejectment as heretofore recorded, and now at this time y said Parties come here by their respective Attornies and humbly pray that this Case may be continued until y next Term and it is granted them

Marsh et Al vs Spooner

John Ely yeoman and Justin Ely Gentleman both of Springfield in the County of Hampshire ptfs vs Jabez Snow late of Springfield aforesaid an absconding Debtor yeoman Deft in a plea of the case as at large on record, and now at this time the said John and Justin ptfs come here and humbly pray that this case may be further continued until y next Term and it is granted them

Ely & Ely vs Snow

Simeon Phillips of Springfield in y County of Hampshire yeoman ptf vs John Mixer of said Springfield yeoman deft in a plea of the Case as heretofore recorded, and now at this time the parties by their respective Attornies come here and the Referees to whom this case was referred now report as follows (viz) We do award and determine that the said Simeon Phillips shall recover of the said John Mixer the Sum of five pounds lawfull money damages and Cost of Court together with the Cost of this Reference being twenty five Shillings and six pence (viz) 9/ for Referees & 9/ for Witnesses 6/ Expences of y House and 1/6 for ptf attendance,

It is therefore considered by the Court that the said Simeon recover against the said John five pounds of lawfull money damages and Costs of Court and Reference in y Whole taxed at four pounds 19/ & thereof &c Execon is 2d April 1760

Phillips vs Mixer

Bildad Fowler of Westfield in y County of Hampshire yeoman ptf vs Hezekiah Sumner of Sandisfield in y County of Berkshire yeoman Deft in a plea of the Case as heretofore recorded at Large, And now at this time the said Parties come here, And the justices of our Lord the King here being now advised of giving their judgment upon the premises for which the Case was continued at y last Term — Therefore It is considered by the said Court that the said Bildad do recover against the said Hezekiah the Sum of forty two pounds ~~two~~ thirteen shillings & two pence two farthings of lawfull money Debt and Cost of Court taxed at two pounds 15/10 and thereof &c — Execon Issued 22d Feby 1760

Fowler vs Sumner

Moses Dewey of Westfield in y County of Hampshire yeoman ptf vs Joseph Leonard Junr of Springfield in said County Gent Deft in a plea of the case as heretofore recorded at large, and now at this time y parties come here and because the Referees to whom this case was submitted have not as yet made any award they humbly pray that the case may be continued under the same rule until the next Term & it is granted them

Dewey vs Leonard Junr

Elisha Parks of Westfield in y County of Hampshire Gent ptf vs Lebbeus Ball of Granville in y County aforesaid yeoman Deft in a plea of the Case as heretofore recorded at large, Now at this Term y ptf Elisha comes here by John Phelps Gent his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Elisha recover against y said Lebbeus three pounds 0 s 0 d lawfull money damages and Cost of Suit taxed at two pounds 4/ and thereof &c — Execon is 26th May 1760

Parks vs Ball

Nathaniel Phelps of Northampton in y County of Hampshire yeoman ptf vs Ebenezer Burt of Springfield in y same County yeoman Deft in a plea of the Case as heretofore recorded at large — And the said Parties at this time come here & because the Referees to whom this Case was referred have not made any award they humbly pray that y Case may be continued until y next Term and it is granted them

Phelps vs Burt

22ll
Dix vs Shepard — James Dix of Tyringham in the County of Berkshire yeoman Pltf vs John Shepard of Westfield in the County of Hampshire yeoman Deft. In aplea of the Case as heretofore recorded at Large, And now at this time the parties come here and because the Referees to whom this Case was referred have not made any award they humbly pray that the Case may be continued until the next Term and it is granted them

Whipple vs Allen — Daniel Whipple of Groton in the County of New London and Colony of Connecticut Junior yeoman Pltf vs Noah Allen of Greenfield in the County of Hampshire yeoman Deft In aplea of the Case as at large on record and now at this time the parties come here and the Referees to whom this case was referred not having made any award they humbly pray that the case may be continued until the next term And it is granted

Burt vs Phelps — Ebenezer Burt of Springfield in s^d County of Hampshire yeoman Pltf vs Nathaniel Phelps of Northampton in said County yeoman Deft, In aplea of the Case as heretofore recorded at Large, And now at this Term the said Parties come here and by reason of the Referees to whom this Case was referred not having made any award, they humbly pray that the Case may be further continued until the next Term and it is granted them

Horton vs Leonard — Timothy Horton of Springfield in the County of Hampshire yeoman Pltf vs Joseph Leonard of said Springfield yeoman Deft, in aplea of Covenant broken as recorded at large on the Record preceeding Term, And now the said parties come here and the said Timothy by John Worthington Esq his attorney replys to the demurrer made on the Declaration and Entred at the last Term and says that his Declaration aforesaid and the matters therein contained are sufficient and that the said Joseph by law is holden to answer thereto & as the said Joseph does not deny the same he prays judgment for his damages and Cost

Whereupon & premises being fully understood by the Court & for that it appears to them upon the said Record that the declaration aforesaid ~~Joseph~~ the Defendt therein mentioned is sufficient in law to maintain the said Timothy's action aforesaid against the said Joseph the Court now here and upon mature deliberation had ~~and by said Court that the said Declaration aforesaid and the~~ ~~Therefore~~ It is ~~therefore~~ considered by said Court that the said Timothy recover against the said Joseph the sum of fourteen pounds of lawfull money damages and cost of Court taxed at two pounds 13/4 and thereof he Execon is 11th April 1760

Washburn vs Hamlin — Noah Washburn of Hartford in s^d County of Hartford and Colony of Connecticutt Cooper Pltf vs Elisha Hamlin of Haddam in s^d County aforesaid yeoman Deft in aplea of the Case as recorded at large on s^d preceeding Term, and now said Noah comes here by Jonathan Bliss Gent his Attorney and s^d Deft being three times publickly called to come into Court makes default of appearance here It is therefore considered by the Court that said Noah recover against the said Elisha twenty two pounds 17/ lawfull money damages and cost of Court taxed at three pounds 0/ & thereof he Execon is 19th March 1760

Rogers vs Jones — William Rogers of Greenwich in s^d County of Hampshire yeoman Pltf vs William Jones late of Hadley in s^d County yeoman Deft in aplea of the Case as heretofore recorded at large, And now the said Willm Rogers come here by Simeon Strong Gent his Attorney and s^d Deft being three times publickly called makes default of appearance herein Court, Therefore it is considered by the Court that the said Wm Rogers recover against the said Wm Jones the Sum of Six pounds 19/3½ of lawfull money Debt & Cost of Court taxed at two pounds 7/3 (and thereof he) Execon is 11th April 1760

Strong vs Fowler — Simeon Strong of Amherst in s^d County of Hampshire Gent Pltf vs Bildad Fowler of Westfield in s^d same County aforesaid yeoman Deft in aplea of the Case as at large on record of the preceeding Term, and now come here s^d Parties Viz) the said Simeon in his proper person and the said Bildad by John Phelps Gent his Attorney comes and defends the force and Injury &c and says that he oweth the said Simeon nothing in manner & form as the said Simeon in his Writ has alledged and thereof s^d Bildad puts himself on the Country and the Pltf likewise

Whereupon a Jurors at this time according to s^d Law and Usage of the Statutes in this Case provided Returned and impanelled being demanded likewise come here, Who to say the truth concerning the Premises being duly sworn

Sworn by Jerijah Strong their foreman declare upon their Oath that they find for the Pltt two pounds nine shillings and eight pence lawfull money damages and Cost of Court — It is therefore considered by the Court that the said Simeon recover against the said Bilad two pounds 9/8 of lawfull money damages and Cost of Court taxed at £3,5/ &c

Strong vs Fowler

The said Bilad in his proper person appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on ye Fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the prosecuting the appeal with Effect as by said recognizance as on file it appears

Chauncy Esq vs Jones

Josiah Chauncy of Amherst in ye County of Hampshire Esq Pltt vs William Jones late of Hadley in the same County yeoman Deft in a plea of ye case as at large on record of ye preceding Term, and now at this Term the said Josiah comes here by Simeon Strong Gent his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here

It is therefore considered by the Court that the said Josiah do recover against the said William ye Sum of four pounds 3/6 1/4 of lawfull money damages and Cost of Court taxed at one pound 4/ and three pence &c Exon is 23 March 1764

Taylor vs Harwood

Edmund Taylor of Greenwich in the County of Hampshire yeoman pltt vs John Harwood of Ware in said County of Hampshire yeoman Deft in a plea wherein the said Edmund demands against the said John a certain tract of Land &c as at large on record of the preceding Term, and now at this time ye said Edmund being three times publickly called to come into Court and prosecut this said Action is Nonsuit and ye Defft likewise defaulted and ye Action dismissed

Taylor vs Graves

John Taylor of Deerfield in ye County of Hampshire yeoman pltt vs Moses Graves of Pittsfield in the County of Berkshire Gentleman Deft in a plea of Trespass on the Case as recorded at large with the record of the preceding Term, and now at this time the said parties come here by their respective Attornies and because the Referees to whom this case was submitted have not made any award they humbly pray for a continuance and it is granted them and the Case is continued until ye next Term accordingly

Entries at this Term

Brick vs Kellogg No 1

George Brick of Springfield in ye County of Hampshire Gent pltt vs Martin Kellogg of Suffield in said County yeoman Deft In a plea of the Case for that said Martin at said Suffield on ye eighteenth day of June Anno 1764 by his promissory note of that date for value rec promised one Thomas Williston to pay him or order nineteen pounds 13/6 Lawfull money on demand with Interest till paid, which said Note ye Thomas Williston at said Suffield on the same eighteenth day of June 1764 by his Indorsment under his own hand on ye Back of sd Note indorsed over to the Pltt and thereby ordered ye Contents of sd note then wholly due and unpaid to be paid to ye Pltt, of all which said Martin instantly had notice and so became liable to pay to pay the Contents of said Note to the Pltt and ye said Martin then and there promised ye Pltt to pay him ye Contents of said Note on demand &c as in ye Writ — The Pltt appears by Justin Ely Esqr his Attorney and ye Deft being three times publickly called makes default & appearance in Court — It is therefore considered by the Court that the said Robert recover against ye said Martin the sum of twenty four pounds 1/11 of lawfull money damages and Cost of Court taxed at one pound 9/ and three pence &c — Exon is 23 March 1765

Brooks vs Knap No 2

Jerah Brooks of Suffield in ye County of Hampshire yeoman pltt vs James Knap late of Springfield in ye County aforesaid yeoman Deft in a plea of the Case for that said James at Suffield on the twenty eighth day of August last by his promissory note for Valued promised said Jerah to pay him four pounds lawfull money on demand with Interest &c as in ye Writ The Pltt appears by Justin Ely Esqr his Attorney & ye Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by ye Court that ye said Jerah recover against ye sd James four pounds 2/16/4 of lawfull mony damages and Cost of Court taxed at one pound 12/ three pence &c — Exon is 23 April 1765

Walbridge vs Washburn No 3

Amos Walbridge of Hartford in ye County of Hartford and Colony of Connecticut yeoman pltt vs Samuel Washburn of Ashfield in the County of Hampshire yeoman Deft In a plea of the Case for that said Samuel at Northampton on ye third day of January Anno 1763 by his note of that date

22d Walbridge vs Washburn

Date for value rec'd promised said Amos to pay him two pounds 15/ lawfull money on or before the twenty fifth day of December then next with lawfull interest till paid &c as in the Writ — The Plt appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Amos recover against the said Samuel three pounds 12/9½ of lawfull money damages and Cost of Court taxed at two pound 2/ and three pence &c — — — — — — — — Ex issued 21st Mar 1765

Barber vs Parsons No 4

John Barber junr of Springfield in the County of Hampshire yeoman Plt vs Moses Parsons late of Windsor in the County of Hartford and Colony of Connecticut Gent Deft in a plea of the case for that said Moses at said Springfield on the twelfth day of August Anno 1765 by his note of that date for Value rec'd promised said John to pay him three pounds 10/ worth of neat Cattle at Cash price by the last day of September the next ensuing the date of said Note &c as in the Writ — The Plt appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said John recover against the said Moses the sum of three pounds and ten Shillings lawfull money damages and Cost of Court taxed at one pound 14/ and three pence &c — — — — Execon is 12th Augt 1765

Stephenson vs Evans No 5

John Stephenson of Springfield in the County of Hampshire yeoman Plt vs Eli Evans late of Suffield in the County aforesaid Cordwainer Deft In a plea of the case for that said Eli on the thirty first day of March Anno 1765 at Springfield aforesaid by his note of that date for Value rec'd promised said John to pay him three pounds 10/ in Grain or West India Goods in three months from that time &c as in the Writ — The Plt appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said John recover against the said Eli three pounds 10/ of lawfull money damages and Cost of Court taxed at one pound 16/ 8d — — — — — — — —

John Thompson Junr of Windsor in the County of Hartford and Colony of Connecticutt yeoman ptt vs John Hubbard of Amherst in s^d County of Hampshire yeoman Deft in a plea of the Case for that the said Hubbard at said Amherst on the thirteenth day of July last past by his note of that date for Value rec^d promised the said Thompson to pay him or him or two pounds 19/ lawfull money on demand with the lawfull interest thereof until paid, Yet the said John Hubbard tho often thereto requested has never paid the sd sum or any part thereof but unjustly neglects and refuses so to do to ye damage of the said John Thompson four pounds — The ptt appears by Elisha Porter Gent^r his attorney and ye Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said John Thompson recover against ye said John Hubbard the Sum of three pounds 15/ of lawfull money damages and Cost of Court taxed at one pound 17/4 and thereof &c

Thompson
vs
Hubbard
D

The said John Hubbard afterwards now at this time comes here by Simeon Strong Gent^r his attorney and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing and there recognizes with Surties as the law directs for the said John Hubbard prosecuting s^d appeal with effect as by said recognizance as on file it appears

John Thomas of Hartford in ye County of Hartford and Colony of Connecticutt yeoman ptt vs Eazar Burt of Northampton in ye County of Hampshire yeoman Deft In a plea of the Case for that said Eleazar at said Northampton on the six th day of November last past being justly indebted to ye ptt in ye Sum of Sixteen pounds 10/ lawfull Money &c as in the Writ — The said John being three times publickly called to come into Court and prosecute his said Action is Nonsuit and the Deft likewise defaulted and ye Action accordingly dismissed

Thomas
vs
Burt
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David Wooster of New Haven in ye County of New Haven & Colony of Connecticutt Esqr ptt vs Selah Wright of Northampton in ye County of Hampshire yeoman & a Deputy Sheriff under Oliver Partridge Esqr Sheriff of s^d County Deft In a plea of Trespass on the Case for that the said Selah at said Northampton on twenty third day of November last past with force and Arms did break & Enter certain Store of the said Davids there called an Ore House or Shop being in ye West Woods on ye East Side of and near ye foot of a certain Hill called ye Mineral Hill & two Tons of ye ptt Lead Ore pounded fine of ye Value of fifty pounds Eighty of the Ptts Bowers or stone Augers of ye Value of eight pounds & Eleven of ye ptt Stone Hammers and Sledges of ye Value of ten pounds and one Iron Craw of ye ptt of ye Value of twenty Shillings and one Spade of ye Value of eight Shillings & two Stubbing Hoes of ye Value of three Shillings each & one Wheel Barrow of the Value of eight Shillings all then and there in the same Store and in ye possession of ye ptt then and there being, the said Selah then and there with force & Arms took and Carried away and many other Enormities against ye ptt then and there did all which is contrary to law against our peace and to the damage of the said David ninety pounds — The ptt appears by John Worthington Esqr his Attorney and the said Selah by Joseph Hawley Esqr his Attorney comes and defends the force and Injury &c and says that he is not guilty in manner and form as the above named Wooster in this Writ against him has alledged and thereof puts himself on ye Country &c reserving Liberty to alter this plea and plead specially at ye Trial of ye appeal if he shall think it most expedient

Wooster
vs
Wright
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And the said David Wooster by his Attorney above named consenting to ye reservation of the said made by the Deft in his plea aforesaid reserving to himself the Liberty of waiving this demurrer on ye trial on appeal & then joining Issue tenders now says that the Defts plea above pleaded is an Insufficient answer to his Declaration and that he is not holden by law to answer thereto which he is ready to prove Wherefore he prays — Judgment thereof and Judgment for his damag and Cost — And the said Selah agreeing to ye said Davids reservation says that his plea is sufficient

Thereupon ye premises being seen and fully understood by the Court of the Lord the King now here and forasmuch as it appears to ye said Court that the plea of the said Selah is good and sufficient in law to preclude ye Said David from [illegible]

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Wooster
v
Wright

proceeding in his said Action against the said Selah — It is therefore considered that the said David by his plea aforesd have nothing but that for his groundless demand be therein mercy — It is likewise considered that that the said Selah recover against the said David the Sum of of lawfull money allowed him with his Assent for his Cost in defending the Suit of the said David and thereof &c

The said David by his Attorney aforesaid appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on ye South Tuesday of September next Ensuing and there recognizes with Sureties as the Law directs for the said David prosecuting ye Appeal with Effect as by said recognizance as on file it appears

Rowe
v
Willard

Daniel Rowe of Sheffield in the County of Hampshire yeoman Pltf vs Benjamin Willard of Brookfield in ye County of Worcester yeoman Deft in a plea of the Case for that said Benjamin at Northampton on ye Sixth day of July last by his promissory note in writing under his hand of that date for Value rec promised the said Daniel to pay him or his order nine pounds 9/ in one month from the date of said Note with lawfull interest for the same from said time of payment till paid, Yet said Benj tho often requested hath never paid the same or any part thereof but unjustly neglects it to ye Damage of the said Daniel Twelve pounds — The Pltf appears by John Worthington Esq his Attorney and ye Deft being three times publickly called to make default of appearance in Court — It is therefore considered by the Court that the said Daniel recover against the said Benjamin nine pounds 9/ lawfull money damages & Cost of Court taxed at one pound 10/ 6 three farthings &c

The said Benja afterwards at this same Term comes into Court by Daniel Hitchcock Esqr his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the South Tuesday of September next Ensuing and he recognizes with Sureties as the Law directs for the said Benjamin to prosecute the appeal with Effect as by said recognizance as on file it appears

Oliver
v
Merriman

Robert Oliver of Conway in ye County of Hampshire yeoman Pltf vs Abel Merriman late of said Conway yeoman Deft In a plea of Trespass on the Case for that said Abel on the nineteenth day of May Anno Domini 1786 by his at said Conway by his note of that date for Value rec promised Robert to pay him three pounds 10/ within six months from ye Date of said Note as in that The Pltf appears by Samuel Field Esqr his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here It is therefore considered by the Court that the said Oliver recover against the said Abel three pounds 10/ lawfull money damages and Cost of Court taxed at one pound 0/ 0 three farthings &c — Execution Issued March 7/ 86

Billings & Blodget
v
Childs

Moses Billing yeoman & Samuel Blodget Physician both of Sunderland in the County of Hampshire Pltf vs Timothy Childs of Greenfield in ye County aforesaid Gent Executor of the last will and testament of Timothy Childs late of Deceased in said County Gent Defd for That whereas said Moses and Samuel on the last tuesday of August last past by the consideration of our Justices recovered judgment against said Timothy ye Executor for the Sum of four pounds 7/ 2 lawfull money damages and two pounds 1/ 4 for his costs as to us appears of Record And whereas said Moses and Samuel on ye twenty eighth day of Sept last past sued out our Writ of Execution on ye judgment aforesaid directed to the Sheriff of our said County his under Sheriff or deputy " Wherein we commanded said Sheriff or Deputy That of the Goods Chattels or Lands of ye said Testator in ye hands of said Executor within his Precinct he cause to be paid unto ye said Moses & Samuel ye aforesaid Sums being seven pounds 3/ 7 with 1/ 7 for that Writ Catt Le & to satisfy himself for his own fees and to make return of sd Writ with his doings thereon, And whereas one Joseph Ashley a Deputy Sheriff under Oliver Partridge Esq to whom our sd Writ was committed, on ye return day of said Execution made his return of Nulla Bona on ye same Execution and by Virtue of ye same Execution he had made diligent Search for the Estate of sd Ded and could find no Goods or Estate of said Ded whereon to levy the same, therefore sd Execution remained unsatisfied & unpaid And whereas said Moses and Samel came into our said Court on ye Return day of ye Execution and Suggested to us that said Executor hath wasted ye Goods & Estate of sd Ded and humbly supplicated us to provide them Remedy in this behalf Now to the

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Billings & Blodget vs Childs

That Justice may be done, we command you that you make known unto said Testator to be before our justices of our said Inferior Court of Common pleas to be holden at Northampton on ye Second Tuesday of February next and shew Cause if any he have wherefore Execution should not be adjudged & awarded against him &c as in the Writ — The ptts appear by Simeon Strong Gent their Attorney — And the Deft being three times publickly called makes default of appearance in Court — It is therefore considered yt the said Moses and Samuel may have their Execution against ye Dr Timothy for the sum aforesaid of his own proper goods & Estate which sums so as aforesaid recovered & amount to seven pounds 3/6 and for went thereof against his Body, Costs of Court taxed at two pounds 3/6 &

Excon is 11th April 1786

French vs Sprague 24

Thomas French of Conway in ye County of Hampshire yeoman ptt vs Jonathan Sprague of Ashfield in ye County aforesaid yeoman Deft in a plea of the Case for that said Jonathan at Springfield on ye fourth day of September Anno 1785 by his note of that date for Value rec promised said Thomas to pay him one pound at or before ye first day of April with Lawfull interest till paid & also for that said Jonathan at said Springfield on the twenty fifth day of September aforesaid by one other note for Value rec promised said Thomas to pay him six pounds 13/4 at or before the twenty fifth day of March then next with Interest till paid &c as in the Writ — The ptt appears by Simeon Strong Gent his Attorney and ye Deft being three times publickly called to come into Court makes default of appearance here — It is therefore considered by the Court that the said Thomas recover against the said Jonathan the Sum of ten pounds 13/ of Lawfull money damages and Cost of Court taxed at one pound 16/ and three pence Excon is 21st March 1786

Stoddard vs Abercrombie 15

Solomon Stoddard of Northampton in ye County of Hampshire Gent ptt vs Robert Abercrombie of Pelham in the County aforesaid Gent Deft In a plea that the said Robert render to ye said Solomon fifty pounds lawfull money which to said Solomon he owes and from him unjustly detains and whereon said Solomon says that said Robert at Northampton on the tenth day of August in the seventh year of our Reign by his Bond of that date in Court to be produced bound and obliged himself to ye said Solomon in ye Sum of fifty pounds lawfull money to be paid said Solomon on demand &c as in the Writ — The ptt appears by Daniel Kitchcourt Gent his Attorney and the said Robert by Simeon Strong Gent his Attorney comes into Court and confesses the forfeiture of the Bond and prays Grand equitable Chancery

Thereupon It is considered by the Court that ye said Solomon recover against the said Robert ye Sum of twenty Six pounds 13/8½ of lawfull mony damages and Cost of Court taxed at one pound 8/ three pence &c — Excon is 3 May 1786

Starr vs Clap 16

Thomas Starr of Northampton in ye County of Hampshire Cordwainer ptt vs Jonathan Clap of said Northampton yeoman Deft in a plea of the Case for that said Jonathan at said Northampton on the fifteenth day of May Anno 1786 being justly indebted to ye said Thomas in ye Sum of seven pounds 16/ for Labour and Service before that time done & performed by the said Thomas for the said Jonathan at his ye said Jonathans special Instance and request In Consideration thereof ye said Jonathan then and there assumed on himself & to the said Thomas faithfully promised to pay him ye same on demand, and also for that whereas ye said Thomas at ye said Northampton on the same fifteenth day of May last past had at the special Instance & request of him ye said Jona before that time there done & performed for him the said Jona divers other work Labours and Service in and about ye Business and affairs of him the said Jona he the said Jona in Consideration thereof afterwards viz the same fifteenth day of May last past assumed on himself and to ye said Thomas faithfully promised that so much money as he the said Thomas for ye Work Labour and Service above mentioned should reasonably deserve to have he the said Jonathan would well & truly pay & content to ye said Thomas whenever he the said Jonathan should be afterwards thereto required & ye said Thomas in fact says that he reasonably deserved to have of ye said Jona for ye Work Labour and Service before mentioned another Sum of seven pounds 16/ Whereof ye said Thomas on ye same day gave notice to ye said Jonathan & yet said Jonathan tho often requested hath never paid either of ye said Sums aforesaid or any part thereof But unjustly neglects it to the Damage of the said Thomas as he saith & therefore &c Ten pounds Ye Writ —

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Starr
vs
Clap

The plt appears by John Worthington Esq and Daniel Hitchcock Agent his Attornies and the said Jonathan by Joseph Hawley Esq his Attorney comes & defends &c and Says that he never promised the said Thomas Starr in manner and form as in the declaration in this Writ contained against him is alledged and thereof puts himself on the Country, and so said Thomas likewise

Thereupon 12 Jurors at this time according to form and Effect of the Statutes in this case provided returned and impanelled being demanded likewise come here Who to say the truth concerning the premises being duly sworn by Mr Elijah Strong their Foreman declare upon their Oath that they find for the plt the sum of Six pounds 4/11¼ of lawfull money damages & Cost of Crt

It is therefore considered by the Court that the said Thomas recover against the said Jonathan the Sum of Six pounds four Shillings & one penny one farthing of lawfull money damages and Cost of Court taxed at three pounds & fourteen shillings &c ---. The said Jonathan by his Attorney aforesaid appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next and here recognizes with Sureties as the Law directs for the said Jonathans prosecuting the appeal with Effect as by said recognizance as on file it appears

Russell
vs
Putney
&
Al

Jonathan Russell of Chesterfield in the County of Hampshire yeoman plt vs Ebenezer Putney of said Chesterfield yeoman Deft in a plea of the case for that said Ebenezer at said Chesterfield on the fourteenth day of December 1767 by his note of that date for Value rec'd promised said Jona to pay him or his order twelve pounds lawfull money on demand with Interest till paid, Yet said Ebenezer tho often requested hath never paid the same or any part thereof But unjustly neglects it To the damage of the said Jona fifteen pounds --- The plt appears by Daniel Hitchcock Agent his Attorney & the Deft being three times publickly called makes default of appearance in Court --- It is therefore considered by the Court, that the said Jonathan recover against the said Ebenezer twelve pounds 3/7½ of lawfull money damages and Cost of Court taxed at one pound 11/10 &c

The said Ebenezer afterwards now at this Term comes here by Joseph Hawley Esq his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Ensuing and he recognizes with Sureties as the law directs for the said Jonathans prosecuting the appeal with Effect as by Recognizance as on file it appears

Scott
vs
Read

Timothy Scott of Windsor in the County of Hartford and Colony of Connecticut Yeoman plt vs Hezekiah Read of Chesterfield in the County of Hampshire yeoman Deft In a plea of the case for that said Hezekiah at Northampton on the first day of October last past was justly indebted to said Timothy in the Sum of three pounds fifteen Shillings and seven pence lawfull money according to the Just annexed to the Writ for divers Wares and Merchandizes there before that time sold and delivered by said Timothy to said Hezekiah at his request & in consideration thereof said Hezekiah then and there promised said Timothy to pay him the same on demand, Yet said Hezekiah tho often requested hath not paid said Timothy the same or any penny thereof but hitherto hath and still neglects and refuses to pay him the same To the damage of the said Timothy the Sum of Four pounds --- The said parties appear by their respective Attornies and humbly pray that this Case may be continued until the next Term, & it is considered by said Court that said parties have a further day before the Lord the King in this Court here until the third Tuesday of May next Ensuing and the Action is continued accordingly

The foregoing Judgments being made entered up in manner aforesaid the said Court was adjourned without Day ---

Attest: W: Williams Clerk.

Hampshire ss Anno regni Georgii Tertii regis magnæ Britanniæ Franciæ et Hiberniæ octavo

At his Majestys Inferiour Court of common pleas holden at Springfield within and for the County of Hampshire on the Third Tuesday of May being the seventeenth day of said Month & de die in diem to the twentieth day of the same month Anno Domini 1760

- May Term 1760

Present

Israel Williams Esq
Josiah Dwight Esq
Timothy Dwight 1st Asst Esq
Thomas Williams Esq

Jury of Trials

James Sikes foreman
Thomas Colton
Joseph Hitchcock
Jacob Parsons
John Frith
William Harrison Clerk
Jonathan Bardwell
Lewis Langdon
Elcazer Warner
Jabez Keep

de Sal

James Meacham
Henry Thompson
in the Case
Burroughs
vs
Wood

Continued Actions &c

Joel Ely yeoman and Benjamin Leonard 2nd yeoman both of Springfield in the County of Hampshire pltfs vs John Townley of Hartford in said County of Hartford Merchant Deft in a plea of the Case as heretofore recorded, and now at this time the said parties come here, and the Court being certified that Lewis Bliss one of the referees appointed in this Case is died, and the said parties being desirous that Luke Bliss Gentn be appointed in the room of said Lewis Dec'd It is therefore upon considered by the Court that said Luke Bliss be appointed in the room of said Lewis Bliss Dec'd and joined with the other Gentlemen Referees in this Case and the Case be further continued until the next Term

Ely & Leonard vs Townley

Benjamin Day Gentn and Margaret Jones Gentlewoman both of Springfield in said County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of Springfield aforesaid Gentn Dec'd pltfs vs Bildad Fowler of Westfield in said County aforesaid yeoman Deft In a plea of the Case at Large on record and now at this time the said parties come here and because the referees to whom this Case was referred have not made any award, they humbly pray that the Case may be further continued until the next Term and it is granted them

Jones's Exrs vs Fowler

Simeon Scripture of Coventry in the County of Windham and Colony of Connecticutt Merchant pltf vs Joseph Jackson of Boston in the County of Suffolk Trucksman Deft In a plea of the Case as at large on record, and now at this time the parties appear by their respective Attornies and the referees to whom this Case was submitted come and report as follows to wit, that they find the Deft had not fully accounted with the pltf at the time of the commencement of this suit so there was Cause of action but that the Deft has lately accounted with the pltf and there is due from the Deft to the pltf costs of Court only — Thereupon it is considered by the Court that the said Simeon do recover against the said Joseph the sum of Eleven pounds 11/2 for his Costs about his Suit in this behalf expended and therefor &c

Scripture vs Jackson

Jane Euslie of Boston in said County of Suffolk Milliner pltf vs Benoni Danks late of Rhignecto in the Province of Nova Scotia Esq Deft in a plea of Trespass at large on record and now at this term the said parties come here by their respective Attornies and humbly pray that this Case may be further continued until the next term and it is granted them

Euslie vs Danks Esq

Noah Allen of Greenfield in the County of Hampshire yeoman pltf vs Daniel Whipple of Montague in the County aforesaid yeoman Deft In a plea of the Case as at large on record of the preceding terms and now at this Term the said parties come here and because the referees to whom this Case was referred have not made any Award they humbly pray that the Case may be further continued until the next Term and it is granted them

Allen vs Whipple

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Marshall vs Spooner

Amos Marsh of Warwick in s^d County of Hampshire yeoman Solomon Emmons of Windsor in the County of Cumberland and province of New York yeoman & Mary his Wife lately Mary Marsh John Goodale of Brookfield in s^d County of Worcester yeoman and Eunice his Wife late Eunice Marsh Henry Gilbert of s^d Brookfield yeoman and Patience his Wife late patience Marsh Adoniram Bartlit of said Brookfield yeoman and Miriam his Wife late Miriam Marsh and Samuel Marsh of said Brookfield yeoman, which said Solomon, John Henry and Adoniram Sue by their Wife's pltfs vs Ebenezer Spooner of Warwick County of Hampshire yeoman Deft In a plea of Ejectment as heretofore recorded at large, And now at this term the said parties come here in their proper persons and agree to Submit the case to the final Determination and award of the Honble Timothy Ruggles of Hardwick Esqr Joshua Upham of Brookfield Gent and Constant Merick of Hardwick Gent^r or any two of them (Arbitrators mutually Elected by the said Parties) to be made upon the premises and returned into this Court so soon as may be and the s^d Parties have a further day &c until the last Tuesday of August next

Elly &c vs Snow

John Elly yeoman & Justin Elly Gent both of Springfield in the County of Hampshire pltfs vs Jabez Snow of said Springfield yeoman Deft In a plea of the case as at large on record and now come here s^d pltfs by Justin Elly Gent^r their Att^y and Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that the said John and Jabez recover against the said Jabez the Sum of twenty seven pounds 11s 10d ½ of lawfull money damages & Cost of Court taxed at three pounds 0s 8d &c — &c is 20s 5d 1qr vpfs

Dewey vs Leonard &c

Moses Dewey of Westfield in the County of Hampshire yeoman pltfs vs Joseph Leonard Junior of Springfield in said County Gent^r Deft In a plea of s^d case as at large on record — And now the parties come here and the Referees to whom this case was referred not having made any award they humbly pray that the case may be continued until the next Term and it is granted them

Phelps vs Bunt

Nathaniel Phelps of Northampton in s^d County of Hampshire yeoman pltfs vs Ebenezer Bunt of Springfield in said County yeoman Deft. In a plea of the case as at large on record — and at this term the said parties come here and the Referees to whom this case was Submitted now report as follows (Viz) We do award, order & determine that there is nothing due from the said Eben^r to s^d Nathl upon s^d matters Submitted to us hereby, and we do further award and order that s^d Ebenezer be quit and Discharged from the demands of the said Nathl in this Case, & also order and award that the said Nathaniel pay to s^d Ebenezer Costs of Court and that this be an End of this Case — Thereupon It is Considered by the Court that the said Ebenezer recover against the said Nathaniel the Sum of of lawfull money allowed him with his Costs in defending the Suit of the said Nathaniel, and the Costs &c

Dix vs Shepard

James Dix of Springhamm^g County of Berkshire yeoman pltfs vs John Shepard of Westfield in s^d County of Hampshire yeoman Deft in a plea of the case as at large on record, and at this time s^d parties come here and because the Referees to whom this Case was referred have not made any award, they humbly pray that at this Case may be further continued until the next term & it is granted them

Whipple vs Allen

Daniel Whipple of Groton in s^d County of New London and Colony of Connecticut yeoman pltf vs Noah Allen of Greenfield in s^d County of Hampshire yeoman Deft in a plea of the case as at large on record and now the said parties come here and because the Referees to whom this Case was referred have not made any award, they humbly pray that at this Case may be further continued under the same rule until the next Term and it is granted them &c

Bunt vs Phelps

Ebenezer Bunt of Springfield in s^d County of Hampshire yeoman pltf vs Nathaniel Phelps of Northampton in s^d County aforesaid yeoman Deft. in a plea of the case as at large heretofore recorded, And now s^d said Parties come here and report as follows (Viz) We do award, order & determine that the said Nathl Phelps pay to the said Ebenezer Bunt 3l/ lawfull money & we do also award and order that s^d Nathaniel do deliver to s^d Eben^r or his order at s^d Nathl dwelling house in Northampton s^d following Articles Viz) 2 Milk pans 2 small platters 2 Pudding pans & Chamber pots (i e) 2 including both sorts viz pans & pots not 2 of each 3 small pots 2 Jugs & 3 Platters w^h Goods we find the s^d Nathl is possessed of belonging to s^d Eben^r for which he is accountable to him exclusive of sum: of Money aforesaid We do further award order & determine that s^d Nathl pay to s^d Eben^r being 2l/ 9s costs of Court, & we do award at this Verdict duly & It is therefore considered by s^d Court that s^d Ebenezer recover s^d sum of 3l/ of lawfull mony damages and Cost of Court taxed at three &c

to s^d Thos Treasurer of s^d County for not s^d Nathl

John Taylor of Deerfield in ye County of Hampshire yeoman ptf vs Moses Graves of Pittsfield in the County of Berkshire Gent^n Deft in aplea of the Case as heretofore at large recorded, and now at this term the said parties appear and it having been certified to ye Court of the Lord the King now here that Mr Elisha Hubbard who was appointed upon the case in Dec, William Lyman Gent^n with ye Consent of the parties is appointed in the room and stead of said Elisha Hubbard Dec^d who together with Ebenezer Hunt and Salah Barnard are to hear the case and their award to be made as soon as may be upon the matters submitted originally or the Award of any two of them is to be final and ye said Parties have further day in this Court here untill ye last tuesday of August next Coming

2.3.5
Taylor
vs
Graves

Timothy Scott of Windsor in ye County of Hartford & Colony of Connecticutt yeoman ptf vs Hezekiah Read of Chesterfield in the County of Hampshire yeoman Deft In aplea of the Case as recorded at the last Term and now the said Timothy being three times publickly called to come into Court and prosecute his Action is Nonsuit and ye said Hezekiah likewise defaulted and the Action accordingly dismissed

Scott
vs
Read

Entries at this Term

Benoni Danks of Chignecto in ye Province of Nova Scotia Esqr ptf vs Samuel Williams of Roxbury in ye County of Suffolk Gent^n Deft in aplea of the Case wherein ye said Benoni complains that whereas he the said Benoni on the twenty-sixth day of November Anno 1764 at Roxbury aforesaid had bargained with the said Samuel Tobacy of him fifteen Hundred pound of Tobacco contained and closely packed in three several Hogsheads in such a manner that the condition and Quality of the said Tobacco could not be seen and known by the said Benoni he the said Samuel the same day and twenty sixth day of November the said fifteen Hundred pound of Tobacco for a great sum of money to wit forty pounds lawful money to ye said Benoni sold and delivered promising and agreeing with ye said Benoni that in case said Tobacco or any part or proportion thereof was then to wit at ye time of the delivery thereof bad or unmerchantable he ye said Samuel would allow and pay to the said Benoni whenever he the said Samuel should afterwards be thereto requested such a sum of money as should be in proportion to ye said sum of forty pounds as ye part and Quantity of such bad and unmerchantable Tobacco was to ye whole Quantity thereof to wit fifteen Hundred pound weight and the said Benoni complains and in fact says that at ye time of ye sale and delivery of the said Tobacco full one half of ye whole quantity thereof above mentioned, that is to say seven Hundred & fifty pound wt of the said Tobacco was bad spilt and altogether unmerchantable and of no Value and that on ye third day of February instant at Springfield he gave the said Samuel notice thereof and then & there requested him to allow and pay to him the s^d Benoni twenty pounds being such part & proportion of the said Sum of forty pounds which ye s^d Benoni had paid to ye said Samuel for the said Tobacco as was in ye same proportion to ye said forty pounds as the said bad and unmerchantable part of the said Tobacco was to ye whole quantity sold & delivered as aforesaid, But ye said Samuel did not allow or pay to ye said Benoni ye said Sum of twenty pounds or any part thereof nor did he make to ye said Benoni any allowance or satisfaction for or on account of the badness of the said part of the said Tobacco which was bad as aforesaid but then and there wholly refused and denied to do it & has ever since wholly denied to do it To ye damage of ye said Benoni thirty pounds — The parties appear by their respective Attornies and humbly pray that this case may be continued until ye next Term and it is granted them

All^s
Williams
No^t

Nathan Bridgham of Southborough in the County of Worcester Gentleman Eager of Marlborough in ye County of Middlesex Gent John Warren of ye same Marlborough Gent and Jabez Rice of ye said Marlborough Husbandman ptfs vs Thirdhus Tinker of Granville in ye County of Hampshire yeoman Deft in aplea wherein ye said Bridgham Eager Warren and Rice demand against the said Tinker one messuage and forty seven acres of Land surrounding the said Messuage and on part whereof the said Messuage stands with the Appurtenances situate and lying in the Township of Granville aforesaid described and bounded as follows that is to say the north line of ye said Land begins at the South west Corner of a tract of Land in Granville aforesaid possessed by one Jabez Dunham East of ye said Granville and runs East to a

Bridgham
All^s
vs
Tinker
No^t

23 Bridgham & als vs Tinker

road in the said Granville called the Springfield road thence it is bounded Eastwardly by the said road for the Distance of Sixty three Rods meaning by the said road thence the next line thereof runs West forty Rods thence the next line thereof runs south ten Rods thence the next line thereof runs West to land in ye possession of Phinehas Perkins thence Northerly by the said Perkins land in ye possession of Phinehas Perkins thence Northerly by the said Perkins land in ye possession of Phinehas Perkins thence Northerly by the said Perkins

Demeanor of the said Demandants and the said Thomas Dee as of fee
right in a time of peace in y time of the reign of our royal predecessor George
the second of Great Britain France and Ireland King &c taking y profits
thereof to y value of six pounds by the year and from him the s^d Thomas
Dee the right of ~~in~~ to one fifth part of the said demanded premises survived
to y demandants above named that is to say the said right came to
ye said Demandants and they became vested therewith by survivor
ship as the Survivor of the said Thomas Dee, to wit, his surviving joint
nants and who were until and at the time of the Death of y^d said
Thomas joint tenants of the said demanded premises with the ap
purtenances with him the said Thomas and into which demanded
premises with the appurtenances the Demand^ts above named say that
the said Ezra within thirty years last past in a time of peace in ye reign
of our royal Predecessor and in the lifetime of the said Thomas Dee with
force and Arms Entered and thereof ~~without~~ unjustly and without
judgment disseized the said Demandants and the said Thomas Dee
then alive after which Dissesin the s^d John Lord entered into ye pre
mises with the appurtenances and thereof Deforceth the s^d Demand^ts
and unjustly holds them out and thereof the said Demandants
bring this Suit the said Deforcement and holding out of y^d said
Demandants into the damage of the said Brigham, Eager, Warren
and Lee the Sum of forty pounds — The ^ptts all except Uriah Eager
appear by Joseph Hawley Esq their attorney and humbly pray that a
Summons may be Granted for ye summonizing the said Uriah to appear
at the next term of this Court and prosecute the Action, and this
granted them & ye Case is continued until ye next term

Nathan Brigham of Southborough in ye County of Worcester Gent Uriah Eager
of Marlborough in ye County of Middlesex Gent John Warren of ye same Marlborough
Gent and Jabez Lee of ye s^d Marlborough Husbandman ^ptts adv^s Jabez Dunham late
Granville in ye County of Hampshire yeoman Deft in a plea wherein ye said
Brigham, Eager, Warren and Lee demand against ye said Dunham a Mes
suage and twenty two Acres of ~~Land~~ Situate and being in Granville aforesaid with the
appurtenances described as follows that is to say the first of the Lines in
compassing the said Messuage and Land begins at ye South Westerner
of a stake & Stone in the said Granville in ye possession of John Lord runs
East to ye road in Granville aforesaid called Symsbury road thence ye next line
runs Southerly by the Symsbury road forty six rods thence ye next line runs
West to Thine has Perkins Land thence thence next line runs north twenty four
degrees East by the said Perkins Land to ye first Station with all the Edifices
on the said Land and appurtenances to s^d Land belonging as their right
and Inheritance and into which the said Dunham has no Entry but
after the Dissesin which one Ezra Holcomb lately of a place called Wedge
land in the County of Hartford and Colony of Connecticut in New England thereof
unjustly and without judgment made to them the s^d Demandants to one
Thomas Brigham lately of Marlborough afores^d Husbandman Dec^d in
his life time and whereupon the demandants above named say that
they together with the said Thomas Brigham Dec^d in his life time
within thirty years last past were jointly as Joint tenants by equal
Shares seized of the same demanded Tenements and premises with y^e
appurtenances in ye Demean of the said Demandants & y^d Thomas
Dee as of fee and right in a time of peace in ye time of the reign of our
royal predecessor George the Second of Great Britain France and Ireland
King &c taking the profits thereof to ye Value of six pounds by the year
and from him the said Thomas Dee ye right of ~~in~~ to one fifth part of
the said demanded premises Survived to the said Demandants above
named that is to say the said right came to y^d said Demandants and they
became vested there with by Survivorship as ye Survivors of y^d said Thomas
Dee to wit his surviving Joint tenants ~~whereof~~ until & at the time of ye Death
of y^d Thomas Joint tenants of all ye demanded premises with ye appurtenances
with him the said Thomas Into which demanded premises wth ye appurtenances
the demandants above named say that y^d Ezra within thirty years last past
in a time of peace in ye reign of our royal predecessor & in ye life time of y^d Thomas Dee
with force and Arms entred & thereof unjustly & without judgment Dis^seized ye Demand
ants & y^d Thomas Dee then alive after wh^ch Dis^sesin y^d Dunham entred into ye same
Premises wth ye appurtenances & thereof Deforceth ye said Demandants & unjustly holds
out & thereof ye Demandants bring this Suit ye Deforcement & holding out of ye Demandants
to ye damage of ye said Brigham Eager Warren & Lee forty pounds The ^ptts all except Uriah Eager
appear by Joseph Hawley Esq their Att^y and pray that a summons may be granted for ye summonizing
Eager to appear at ye next Term and prosecute ye Action & it is granted them and ye Action is continued
until ye next Term

Vol. 37.

Bridgham adv^s Lord

Idem adv^s Dunham

No. 1

Noah Cook of Hadley in the County of Hampshire yeoman Pltf vs Charles Nathan of Roxbury in the County of Suffolk Victualler Deft In a plea of Trespass on the Case for that whereas said Charles at said Hadley on the ninth day of April instant for Valued promised said Noah to pay him or his order Six pounds 14/ lawfull money on demand with interest till paid &c as in the Writ The Deft appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Noah recover against the said Charles the sum of Six pounds 14/9¼ lawfull money damages and Cost of Court taxed at two pounds 8/ & thereof &c Execution is 23 May 1766

Noah Cook vs Nathan No 5

Noah Cook of Hadley in the County of Hampshire yeoman Pltf vs Charles Nathan of Roxbury and Israel Beale of Dorchester both in the County of Suffolk Victualers Defts, In a plea of Trespass on the Case for that said Charles & Israel at Springfield on the twenty third day of Feby last for Valued promised said Noah to pay him or his order twelve pounds 10/ lawfull money on demand with interest till paid &c as in the Writ The Pltf appears by Elisha Porter Gent his Attorney and the Defts being three times publickly called make default of appearance It is therefore considered by the Court that the said Noah recover against the said Charles and Israel twelve pounds 8/ 6½ lawfull money damages & Cost of Court taxed at two pounds 10/ and thereof &c Execution is 23 May 1766

Idem vs Lundomb Beale No 6

Lutre Hitchcock of Greenwich in the County of Hampshire Gent Pltf vs Asaph Stebbins of South Hadley in said County Yeoman Deft In a plea of the Case for that said Asaph at South Hadley on the twenty seventh day of March Anno 1765 by his Note of that date for Valued promised said Lutre to pay him Nine pounds 12/ lawfull money on demand with interest till paid &c as in the Writ The Pltf appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Lutre recover against the said Asaph the sum of Seven pounds 17/2 lawfull money damages and Cost of Court taxed at one pound 17/2 & thereof &c Execution is 10th August 1766

Hitchcock vs Stebbins No 7

John Workman of Bernardstown in the County of Hampshire yeoman Pltf vs Silas Hamilton of Deerfield in the County aforesaid yeoman Deft In a plea of the Case for that said Silas at Deerfield on the twenty fourth day of September Anno 1765 by his note of that date for Valued promised said John to pay him Eleven pounds Lawfull money on or before the first day of September then next after the date of said note with Interest till paid &c as in the Writ The Pltf appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said John recover against the said Silas ten pounds 2/3½ lawfull money damages and Cost of Court taxed at two pounds 3/7 & thereof &c Execution is 8th July 1766

Workman vs Hamilton No 8

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf vs Jonas Lock of Shutesbury in the County aforesaid yeoman Deft In a plea of the Case for that said at Hadley on the fourteenth day of August Anno 1765 by his Note of that date for Valued promised said Jonathan to pay him three pounds 12/7½ on demand with lawfull interest till paid, Yet said Jonas tho often requested has never performed his said promise but neglected & refused to the damage of the said Jonathan five pounds The Pltf appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Jonathan recover against the said Jonas four pounds 0/2 lawfull money damages & Cost of Court taxed at one pound 16/8 & thereof &c

The said Jonas afterwards at this term comes into Court by Daniel Hitchcock Gent his attorney and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and here recognizes with Sureties as the law directs for the said Jonas prosecuting the appeal with Effect as by said recognizance as on file it appears

Warner vs Lock No 9

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf vs John Clark of Colrain in the County aforesaid Yeoman Deft In a plea of the Case for that said John at said Hadley on the fourth day of July last past by his note of that date for Valued promised said Jonathan to pay him six pounds 2/ lawfull money on demand with interest &c as in the Writ The Pltf appears by Elisha Porter Gent his Attr and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that said Jonathan recover against the said John six pounds 8/3½ lawfull money damages and Cost of Court taxed at one pound 19/4 & thereof &c

Idem vs Clark No 10

afterwards at this time said John by Elijah Williams Gent his Attr comes & appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield on the fourth Tuesday of September next within and for the County of Hampshire and here recognizes with Sureties as the law directs for the said John in prosecuting the appeal with Effect as by said recognizance as on file it appears

Jonathan Warner of Hadley in the County of Hampshire Trader advs Nathan Fisk of Greenwich in s^d County aforesaid yeoman Deft in a plea of the Case for that said Nathan at said Hadley on s^d first day of January last past being justly indebted to s^d said Jonathan in the Sum of five pounds B/L lawfull money for sundry Articles of Book Att according to s^d Acct annexed to s^d Writ, he said Nathan then and there in Consideration thereof promised Jon^a to pay him the same on demand &c as in the Writ — The Pl^t appears by Elisha Porter Gent his Att^y and s^d Deft being three times publickly called to come into Court makes default of appearance in Court. It is therefore considered by the Court that the said Jon^a recover against s^d said Nathan five pounds B/L0 of lawfull money damages and Cost of Court taxed at one pound 18/10 & thereof &c — Excon is^d 3^d July 1760

Jonathan Warner of Hadley in s^d County of Hampshire Trader Pl^t vs Nathan Fisk Junr late of Greenwich in the County aforesaid yeoman Deft. In a plea of the Case for that said Nathan at s^d Hadley on s^d Sixth day of November Dom^o 1760 by his note of that date for Value rec^d promised said Jonathan to pay him seven pounds 1/3 lawfull money by the first day of May then next after s^d Date with Interest from s^d time of Payment till paid &c as in s^d Writ The Pl^t appears by Elisha Porter Gent his Att^y and s^d Deft being three times publickly called makes default of appearance in Court. Therefore It is considered by the Court that the said Jonathan recover against the said Nathan Seven pounds 1/3 of lawfull mony damages and Cost of Court taxed at one pound 18/10 & thereof &c — Excon is^d 3^d July 1760

Idem advs Fisk Junior 12

Joseph Denio of Greenfield in s^d County of Hampshire yeoman Pl^t vs Caleb Sharp of Conway in s^d County aforesaid Labourer Deft in a plea of the Case for that said Caleb at Greenfield on s^d first day of September Dom^o 1767 by his note for Value rec^d promised said Joseph to pay him eight pounds 10/3 on demand with Interest till paid &c as in the Writ — The Pl^t appears by Daniel Jones Esqr his Att^y and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that said said Joseph recover against s^d Caleb five pounds 19/11^p of lawfull mony damages and Cost of Court taxed at two pound 1/10 & thereof &c — Excon is^d 4th June 1768

Denio advs Sharp B

Isaac Butterfield of Westmorland in s^d Province of New Hampshire Inholder Pl^t vs Abner Newton of Colrain in s^d County of Hampshire yeoman Deft In a plea of the Case for that said Abner at Colrain aforesaid on s^d tenth day of October 1767 by his note of that date for Value rec^d promised one Joshua Howe to pay him or his order eight Spanish mild dollars on demand, & afterwards viz on s^d tenth day of October said Joshua by his Indorsement on s^d Back of said note ordered s^d payment of the contents of said note then wholly due and unpaid to be made to the Pl^t of all which said Abner instantly had notice and so became liable to pay the same to said Isaac and being so liable said Abner promised s^d Pl^t to pay him the same on demand &c as in the Writ — The Pl^t appears by Daniel Jones Esqr his Att^y and the Deft being three times publickly called makes default of appearance in Court. It is therefore considered by the Court that the said Isaac recover against the said Abner two pounds 0/5/4 of lawfull money damages and Cost of Court taxed two pound 0/5/4 & thereof &c — Excon is^d 24th June 1760

Butterfield advs Newton 14

Daniel Howe of Westmorland in s^d Province of New Hampshire yeoman Pl^t vs William Seaver late of Colrain in s^d County of Hampshire yeoman Deft in a plea of s^d Case for that said William at Springfield on s^d twenty sixth day of October 1767 by his Note of that date for Value rec^d promised one Joshua Howe to pay him or order Thirty pounds lawfull money on demand, and afterwards to wit on s^d twenty seventh day of said October said Joshua by his Indorsement on s^d Back of said Note ordered the payments of s^d contents of said note then wholly due and unpaid to be made to s^d Pl^t of all which said William then and there instantly had notice, and so became liable to pay the same to s^d Pl^t and being so liable then and there promised the Pl^t to pay him s^d same on demand &c as in the Writ — The Pl^t appears by Daniel Jones Esqr his Att^y and s^d Deft being three times publickly called makes default of appearance in Court Therefore It is considered by the Court that the said Daniel recover against the said William the Sum of thirty pounds of lawfull money damages & Cost of Court taxed at two pounds 0/5/4 & thereof &c — Excon is^d 24th June 1760

Howe advs Seaver B

Elijah Williams of Deerfield in s^d County of Hampshire Esqr Pl^t vs Abishai Holland late of Greenfield now resident at Colrain in the County aforesaid yeoman Deft in a plea of the Case for that said Abishai at Deerfield aforesaid on s^d last day of March last being justly indebted to s^d said Elijah in the sum of three

Williams Esq advs Holland 11

Williams Esq Advs Holland

pounds lawfull money for sundry articles of Merchandize to him the said Abishai at Deerfield aforesaid sold and delivered according to ye Account annexed to ye Writ he the said Abishai in Consideration thereof promised said Elijah to pay him said Sum on demand &c as in the Writ

The Plt appears by Daniel Jones Esq his Attorney and the Deft being three times publickly called to come into Court makes default & appearance &c Wherefore

It is therefore considered by the Court that the said Elijah recover against ye said Abishai three pounds of lawfull money damages and Cost of Court taxed at two pounds 4/3 & Mittimus &c. Execon is 4th June 1768

Hogeboom Advs Keyes

Jeremiah Hogeboom of Clavarack in the County of Albany and Province of New York Gentn Plt vs Charles Keyes of Sheffield in ye County of Berkshire yeoman Deft In a plea of the Case that he the said Charles render to the said Jeremiah the Sum of thirty seven pounds and one penny lawfull money which to him the said Jeremiah he the said Charles owes and from him unjustly detains and whereon said Jeremiah says for that whereas the said Jeremiah at a place called Great Barrington in the said County of Hampshire by the Consideration of our Justices of our Inferiour Court of Common Pleas held at Great Barrington within and for our said County of Berkshire on the first Tuesday of September (being the third day of said September) in the fifth year of our Reign recovered judgment against said Charles for the sum of thirty five pounds three shillings and fourpence lawfull money damages also one pound six & ten shilling & nine pence lite money cost of Suit as by the same Court taxed whereof ye said Charles is convict as by the Record thereof in Court to be produced is manifest and fully appears which judgment is yet in full force and in no part satisfied and altho the said Jeremiah on ye third day of October A D 1765 sued out a Writ of Execon on the judgment aforesaid, yet the same Execon is returned long since wholly unsatisfied, and an Action accrues to said Jeremiah to demand have and recover of the said Charles ye Sums aforesaid (in form aforesaid recovered) yet the said Charles tho often thereto requested hath never paid the same or any part thereof but neglects it to the damage of the said Jeremiah the sum of Sixty pounds &c The Plt appears by David Ingersoll Gent his Att^y and upon the motion of the said Plt It is ordered by the Court that the case be continued until ye next Term that the Plt may have Opportunity to get the return of the Service made compleat without Further Cost than that of this Term

Barber vt Watkins

John Barber of Westfield in the County of Hampshire yeoman Plt vs Henry Watkins late of Bethel in ye County of Berkshire yeoman Deft In a plea of Case for that the said Henry at said Springfield on ye Eleventh day of September Dom 1765 by his note of that date for Value rec promised the said John to pay to him or order the Sum of twelve pounds (meaning twelve pounds lawfull Money) within six months from the Date of said note with the lawfull Interest thereof till paid; Yet the said Henry tho often thereto requested hath never paid the same or ye Interest thereof or any part of either, But he wholly denys to do it to ye damnage of the said John the Sum of fifteen pounds

The Plt appears by John Phelps Gent^r his Attorney and humbly prays that this Case may be continued (the Deft being out of the Province) until the next Term and it is granted him

Deane vt Easton

Silas Deane of Wethersfield in ye County of Hartford and Colony of Connecticutt Gentleman Plt vs Ahimaaz Easton of Westfield in ye County of Hampshire yeoman Deft In a plea of ye Case for that the said Ahimaaz at Wethersfield aforesaid on the twenty first Day of December Dom 1765 by his note of that Date for Value rec promised said Silas to pay him four pounds fifteen Shillings and three pence lawful money in good English Grain at the Market price and Deliver the same Grain at Wethersfield at or before the first Day of February then next following the Date of said Note &c as in the Writ

The Plaint appears by John Phelps Gent his Attorney and the Deft being three Times publickly called makes Default of appearance in Court It is therefore considered by said Court that the said Silas recover against the said Ahimaaz the Sum of four pounds 15/3 of lawfull money damages & Cost of Court taxed at one pound 16/9 Whereof Ex Execon is 31st May 1766

Samuel Talcot of Hartford in the County of Hartford and Colony of
Connecticutt Esq Pltf vs Ephraim Noble yeoman Silas Fowler yeoman
and Mathew Laflin yeoman all of Westfield in the County of
Hampshire Defts In a plea of the case for that said Ephrim Silas
and Mathew at Westfield aforesaid on y Eleventh Day of November
Anno 1765 by their Note of that Date for Value rec promised said
Samuel to pay him the Sum of twenty two pounds lawful mony
upon the first Day of May then next with Interest &c as in y Writ
the Pltf appears by John Phelps Gent his Attorney and y Defts being
three times publickly called to come into Court make Default &
appearance here It is therefore considered by the Court that y
said Samuel do recover against the said ~~Ephraim~~ Silas and Mathew
the Sum of four pounds 1/10 3/4 of lawful money damages and Cost
of Court taxed at one pound 17/10 & thereof &c Execution 14th July 1766

Talcot
ads
Laflin &c
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Simeon Hatheway of Suffield in y County of Hampshire Gent Pltf vs
Jonathan Whaples of Sandysfield in y County aforesaid Berkshire
yeoman Deft In a plea of the case for that the said Jonathan at
Suffield on the twelfth Day of November Anno 1765 by his note
of that Date for Value then rec promised y said Simeon to pay to
him five thousand of good Merchantable White pine Shingles and
deliver the same Shingles at the said Simeons dwelling House
in said Suffield some time in y month of February then next follow
ing the Date of said Note and the said Simeon avers that y
said five Thousand of Shingles were well worth the sum of
five pounds lawful mony and y said Simeon says he has all
ways been ready at his said House to receive said Shingles, yet
the said Jonathan tho often thereto requested hath not performed
his said Promise But he wholly denys to do it To y Damage of y
said Simeon the Sum of Seven pounds — The Pltf appears by
John Phelps Gent his Attorney and the said Jonathan Whaples
by Jonathan Bliss Gent his Attorney comes and defends &c and
reserving Liberty of altering this Plea and plead any new matter
on Tryal of the appeal says he is not guilty in manner &
form as the Pltf has within declared against him and hereof
puts himself on y Country

Hatheway
vs
Whaples
Dt

And the Plaintiff by his Attorney above named consenting to y above
Narration pleads and says that the plea above pleaded and y matters therein
contained are an Insufficient answer to the Pltf Declaration and that he
is not holden by the Law of the Land to make any answer thereto &
this he is ready to verify wherefore the Pltf pray he may have his Damages
and Costs adjudged to him — And the Deft says his plea above pleaded
is sufficient — Thereupon y Premises being seen and by the Court
of the Lord the King now here fully understood forasmuch as it appears
to said Court that the plea of the said Jonathan above pleaded & the
matters therein contained are not sufficient in Law to preclude
the said Simeon from proceeding in his said Action against him the said
Jonathan or from his Damages and Costs aforesaid

It is therefore considered by the Court that the said Simeon recover
against the said Jonathan the Sum of five pounds of lawfull Money
damages and Cost of Court taxed at one pound 6/8 and thereof &c

The said Jonathan by his Attorney above named appeals
from the judgment of this Court to the Superiour Court of Judi
cature to be holden at Springfield within and for the County of Hamp
shire on the fourth Tuesday of September next Ensuing Who recognizes
with Surety as the Law directs for his prosecuting the appeal with
Effect as by said recognizance as on file appears

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Lyman
vt
Phelps
22

Gad Lyman of Northampton in y County of Hampshire Gentn Plt vs Joseph Phelps of Pittsfield in y County of Berkshire yeoman Deft In a plea of the Case for that the said Joseph at said Northampton on the Eighteenth Day of June Dom 1762 by his note of that Date for Value there rec'd by the name of Joseph Phelps junr promised said Gad to pay him the Sum of Nine pounds within six months from y Date of said Note with Interest till paid, or Work at Naraganset Number four for the said Gad until he is Satisfied said Sum & the Interest or Fell the Timber and Cutt down all the Brush according to y Contract between the said Joseph and said Gad & said Gad avers he has always hitherto been Ready to receive the Labour aforesaid at the place aforesaid Yet the said Joseph altho often thereto requested hath not performed his said Promise But he unjustly neglects to do it to The Damage of y said Joseph the Sum of twelve pounds

The Plt by John Phelps Gentn and the Deft by David Ingersoll Esq their respective Attornies come here and agree to refer the Case and all other demands Subsisting between the said Gad and Joseph to y Final Determination & Award of Seth Wright Gentleman and Obadiah Dickinson Gentleman both of Hatfield and Israel Stoddard of Pittsfield Esq or any two of them (Arbitrators mutually Elected by the said Parties) to be made upon the Premises and returned into this Court as soon as may be and y said Parties have a Day &c until the Last Tuesday of August next

Deane
vt
Noble
23

Silas Deane of Wethersfield in the County of Hartford and Colony of Connecticutt Gentn Plt vs Moses Noble of Westfield in y County of Hampshire yeoman Deft In a plea why the said Moses with force and Arms &c entered into one Mesuage and twenty Acres of Land with y Appurtenances lying in said Westfield called y said Deanes Noble Lott and bounded Easterly on Land of Jonah Stiles of said Westfield yeoman Southerly on Land of Thomas Barnetts Heirs Westerly upon George Sextons his Land and Northerly upon the Highway & whereupon the said Silas saith that the said Moses in a time of Peace being seized of the demanded Premeses in his Demesne as of Fee Viz) on y Sixth Day of May Anno 1765 in the fifth year of the Reign of George y third now King by his Deed of Bargain and Sale of that date duly acknowledged & registered and in Court to be produced conveyed the same Lands with the Appurtenances to the said Silas to have and to hold to him his Heirs & Asigns in fee Simple forever by Virtue of which said Deed he the said Silas Entered into the said Mesuage and Lands with y Appurtenances and was thereof possessed, And the said Silas being so thereof possessed the said Moses afterwards Viz: on the same Sixth Day of May in y Sixth year of the aforesaid Reign Entered with force and Arms into the said Mesuage & Lands with the Appurtenances aforesaid &c as in y Writ

The Plt appears by John Phelps Gentn his Attorney and the Deft being three times publickly called makes default of appearance in Court

His Therefore considered by the Court y the said Silas recover against the said Moses the Mesuage & Lands with y Appurtenances aforesd and Cost of Court taxed at one pound 7/1 Whereof &c Dated in y Pet June 1766

Rowlee
vt
Clark
24

Samuel Rowlee late of Granville now of a place called Number one Equivelant in y County of Berkshire yeoman Plt agt Nathaniel Clark of Granville in y County of Hampshire yeoman Deft In a plea of the Case for that said Nathaniel at Springfield on y thirtieth Day of Octr Dom 1764 by his note of that date for Value rec promised s^d ~~Nathaniel~~ Samuel to pay him Sixty pounds lawful money at or before y fifteenth Day of April Dom 1766 with Interest from the Date &c as in the Writ

The Plt appears by John Phelps Gentn his Attorney and the Deft being three times publickly called makes Default of appearance in Court Therefore it is considered by y Court that the said Samuel recover against y said Nathl y Sum of Sixty two pounds 8/ of lawful money damages & Cost of Court taxed at £2.4.0 &c Ex^d is 31st May 1766

Oliver Partridge of Hatfield in the County of Hampshire Esquire Pltf vs
Moses Dewey of Westfield in the County of Hampshire Gentn Deft In plea
of the Case for that said Moses at Springfield on the Sixteenth Day of Novemb
Anno 1764 by his note of that date for Value rec promised said Oliver to
pay him twenty four pounds six Shillings and Eleven pence lawful
money on Demand with Interest till pd &c as in the Writ
The Pltf appears by John Phelps Gentn his Attorney and ye Deft being
three Times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Oliver recover
against the said Moses the Sum of twenty five pounds L.M. 1/2 of lawful
money damages and Cost of Court taxed at one pound 11/4 and therefore &c

Partridge Esq
vs
Dewey
25

Exon is pd June 1766

Moses Bliss of Springfield in the County of Hampshire Gentn Pltf vs James
James Dix of Tyringham in ye County of Berkshire yeoman Deft In a
plea of the Case for that said James at said Springfield on the Twentieth day
of June last past by his note of that Date for Value rec promised Moses
to pay him five pounds L.M. lawful money on Demand with Interest till
paid &c as in the Writ The Pltf appears in his proper person and ye Deft
being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the s.d Moses recover against
the said James the Sum of five pounds 14/7 3/4 of lawful money damages
and Cost of Court taxed at one pound 12/8 thereof &c

Bliss
vs
Dix
26

Exon is 4th Augt 1766

Nathaniel Terry of Enfield in the County of Hampshire Sadler Pltf vs
Joel Ely of Springfield in said County yeoman Deft In a plea of the Case first
said Joel at said Springfield on the first day of April Instant was justly
indebted to said Nathaniel in ye Sum of three pounds L.M. lawful money
according to the Account annexed to the Writ and in Consideration
thereof said Joel then and there promised said Nath.l to pay him ye
same on Demand Yet said Joel tho often thereto requested hath not
paid said Nathaniel the same or any penny thereof but hitherto
hath and still neglects and refuses to pay him the said Nathaniel
the same To the Damage of the said Nath.l the Sum of four pounds
The said Parties come into Court and Move that this Case may
be continued until the next Term and it is granted them

Terry
vs
Ely
4

Silas Deane of Wethersfield in ye County of Hartford and Colony of Con
necticutt Shopkeeper Pltf vs James Cleland of Greenwich in ye County
of Hampshire yeoman Deft In a plea of the Case for that said James
at Springfield on the First Day of February Instant was justly indebted
to said Silas in the Sum of Eleven pounds 7/2 lawful money for diverse
Wares and Merchandizes then before that Time sold by s.d Silas to s.d James
according to ye Acct annexed to the Writ and In Consideration thereof s.d James
promised said Silas to pay him ye same on Demand &c as in ye Writ
The Pltf appears by Moses Bliss Gentn his Attr and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Silas recover
against the said James the Sum of Eleven pounds 17/8 of lawful money
damages and Cost of Court taxed at one pound 14/4 and therefore &c

Deane
vs
Cleland
Ld

Exon is 9th Augt 1766

Simon Baxter of Enfield in ye County of Hampshire yeoman Pltf vs
Oliver Gaylord of South Hadley in ye County aforesaid yeoman Deft In
plea of the Case for that said Oliver on ye twenty fourth Day of
June 1765 at Springfield by his note under his Hand for Value rec pro
mised one Stephen Reed to pay him or order three pounds lawful
money on demand with Lawful Interest till paid, and the said
Stephen afterward s.d same Day by his Indorsement on the same
Note ordered the Contents thereof (then wholly due and unpaid to be
paid to the said Simon of all which the said Oliver then & there had

Baxter
vs
Gaylord
29

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Baxter
vt
Geyelord

Notice and thereby became Chargeable to pay the said Simon the same Sum with the Interest ondemand and In Consideration of the premises then and there promised to do it accordingly &c as in the Writ

The Plt appears by Jonathan Bliss Esqr his Attorney and the Deft being three times publickly called makes Default &c Appearance in Court — It is therefore considered by the Court y^t the said Simon recover against ye said Oliver three pounds 2/8½ of lawful mony Damages and Cost of Court taxed at one pound 10/4 & thereof &c — Execon is 28th May 1766

Bayard & al^tt
vt
Partridge Esqr

William Bayard merchant and Charles Ward Apthrop Merchant of the City of Newyork in ye County of Newyork and in ye Province of Newyork & the Oliver Partridge of Hatfield in ye County of Hampshire Esq and Sheriff of our said County Deft In a plea of Trespass on ye Case for that said William Bayard and Charles Ward Apthrop before our justices of our Inferiour Court of Common pleas holden at Springfield on the last Tuesday of August in the Sixth year of our Reign By the Consideration of the same Court recovered judgment against one Robert Nugent late of Brimfield in our said County of Hampshire Trader for the Sum of one Hundred & pounds 3/9 of lawful money damages and four pounds 3/2 like money for their Costs of Suit by them in that Behalf Expended where of the said Robert Nugent was convicted as by Record thereof in our said Court remaining manifestly doth appear which judgment now remains satisfied in part only vizt for the Sum of one Hundred and two pounds 11/10 for the Residue thereof viz: ye Sum of twenty three pounds 15/1 ye said judgment is now in its full force not reversed nor satisfied and whereas afterwards viz on the first day of April in ye seventh year of our Reign ye said last mentioned Sum part of the damages and Costs afores recovered as aforesaid against ye said Robert being in no part satisfied nor paid and the said judgment then being in full force for the said Sum they the said William and Charles Ward sued out of the Clerks Office our pluries Writ of Execution of that Date in due form as by law of this our Province is prescribed upon ye judgm^t aforesaid against the said Robert Nugent for ye same Sum directed to the Sheriff of our County of Hampshire his under Sheriff or Deputy And Commanding him and them of the Goods Chattels or Land of the said Robert within their Precinct to cause to be paid and satisfied unto the said William and Charles Ward at ye Value thereof in money the said Sum of twenty three pounds 15/1 with four Shillings and four pence for that the two former Writs and for want of Goods or Chattels or Lands of the said Robert to be found within ~~y^e~~ their Precinct to take the Body of the said Robert and him commit to our Goal in Springfield & detain in their Custody within our said Goal until he should pay ye Sums last mentioned or that he be Discharged by ye said William & Charles Ward or by Order of Law and also to make return of the same Writ into our Inf^r Court of Common Pleas to be holden at Springfield aforesaid upon ye third Tuesday of May next Ensuing the Date of said Writ as by the same Pluries Writ of Execution of Record appears which same Writ of Execution the said William and Charles Ward delivered to one Azariah Cooley then & ever since an Under Sheriff under the said Oliver Partridge then & ever since Sheriff of our said County in due form of Law to be Executed & returned and whereas afterwards and before the return of the said Pluries Writ of Execon the said Robert Nugent was in ye Company and Presence of the said Azariah & the said William and Charles Ward did then & there shew the said Robert Nugent to him & then and there requested said Azariah to take & Arrest him the said Robert and ye said Azariah had ye Body of the said Robert in his Power and then might have arrested ye Body of ye said Robert and have committed him unto our Goal in Springfield & yet ye said Azariah not regard

Bayard et al vs Partridge &c

regarding his Office of Deputy Sheriff but contriving to deprive them of
said William and Charles Ward of the Sum aforesaid recovered against
the said Robert, then and there did not take and arrest him, y Body of Robert
nor commit him unto our said Goal, nor did the sd Azariah at any
other Time arrest the Body of the said Robert nor commit him unto
our Goal but did there voluntarily and fraudulently neglect to arrest
the Body of the said Roberts and to commit to our Goal aforesaid
according to the command of the same Writ and according to the
Duty of his Office of Deputy Sheriff nor did the said Azdriah at the
Return of the same Writ of Execn nor any Time before or since of y
Goods Chattels or Lands, of the said Robert cause to be paid and
Satisfied unto the said William and Charles Ward either of the two sum aforementioned, nor any part
thereof nor has he any ways caused y same to be paid, But he the
said Azariah the Deputy Sheriff as aforesaid fraudulently deceitfully and
against the Duty of his said Office made Return of the same Writ
wholly unsatisfied, nor hath the said Oliver nor any of his Deputies
for whose Faults he is answerable made any other or better Return
of the same Execution, And the said Robert immediately after
the Return of the same Writ became and yet is a pervous Bankrupt
and worth nothing and a person of no Estate or Credit, tho' at y
Time of the suing out the same Writ and for a long Time before & afterwards
until the Day of the Return of y same Writ was a person of good Credit
had there at Springfield Estate and Goods sufficient for y payment
of the Whole of the Sum aforementioned &c as in the Writ, The Pltfs appear
by Jonathan Bliss Gent their Attorney and the Deft being three
times publickly called to come into Court makes default of
appearance here — It is therefore considered by the Court
that the said William and Charles Ward recover against the said Oliver
five pounds 5/7¼ of lawful money damages and Cost of Court
taxed at four pounds 0/4 & thereof &c —

Riddle Appt vs Blodget

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~~Joseph Blodget of South Brimfield in the County of Hampshire Gent~~
~~Appt~~ Thomas Riddle yeoman & William Carpenter yeoman
both of ~~and late of South Brimfield aforesd Gent~~ South Brimfield in the County of Hampshire aforesd appellants vs Joseph Blodget
of ~~said~~ South Brimfield Gent appellee — from the judgment of
Josiah Dwight Esq Justice of the Peace for said County of
Hampshire at a Trial before him on the Sixteenth day of May
last at which Trial the said Joseph was Pltf and the said Thomas and
William were Defts in a plea of Tresspass on the Case for that
whereas the said Thomas and William together with one Joseph
Blodget junr being by the Inhabitants of the West Parish in
South Brimfield at a legal Parish Meeting duly chosen Assessors
for the same Parish for the Year of our Lord 1767 they the said
Thomas and William on the 15th Day of December 1767 wickedly
contriving and Intending to impose on the Pltf under Colour of
Law to get his money from him without right then and there
made a writing in form & Tenor of a Rate or Assessment upon y Polls
and Estates of the Inhabitants of the same Parish of whom
the Pltf then was and ever since has been one for raising on
them the Sum of Fifty Pounds for one Years Salary ending
the first Day of January 1767 of one James Millers their Minister
as they pretended and proportioned the same on said Inhabitants
in way and manner as they thought proper & in said Writing
taxed and assessed the Pltf the sum of one Pound 1/11½ as his Rate &
proportion

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Reddell
vs
Blodget

proportion of the sum of fifty pounds and there assessed viz: about the 20th of December 1767 at said South Brimfield delivered the same Assessment and subscribed with the proper hands of ye said Thomas & William to give Credit thereto, together with a Warrant in form as by Law of this Province is prescribed to be made by Assessors of Parishes for Legal Parish Assessments under their Hands and Seals to one Daniel Winchester of said South Brimfield who was legally chosen & constituted a Collector of Taxes in said Parish requiring him to levy & Collect the sums in s[d] Assessment mentioned of and from the several Persons therein mentioned according to their several Proportions therein sett down by Colour whereof the s[d] Daniel afterwards viz: on y[e] fifth day of January last past at said South Brimfield Distreined one Cow of the Pltf for levying y[e] Sum of one pound 7/1 1/4 so as aforesaid Assessed on y[e] Pltf & for the Charges of making the said Distress and y[e] same Distress so taken y[e] said Daniel there kept and detained until y[e] Pltf was thereby compelled to pay the said Daniel the sum of one pound 1/11 1/4 for the said Assessment & 5/2 for the s[d] Daniels Costs & Charges of making the said Distress in order to redeem & recover his s[d] Cow and the Pltf says that the said James Miller is not a Minister of the s[d] Parish nor legally intitled to any Salary from the Inhabitants thereof as their Minister and y[e] Assessors of the said Parish could not by Law assess any sum whatever on the said Inhabitants or any of them for any Salary for said pretended Minister & that y[e] s[d] Thomas and William's doing in making y[e] Assessment and Warrant as afores was wholly against Law and wickedly and corruptly done by them to impose on y[e] Pltf and others y[e] s[d] Inhabitants & of Design to Extort money from them unjustly & against Law & besides y[e] Money the Pltf was obliged to expend as aforesaid his Cattle afores[d] were by the Distreining them as aforesaid made much worse and he was put to great Trouble & Expence to obtain them again and the Illegal & wicked Doings of the said Thomas and William therefore were to his damage Forty Shillings ~ The Pltf appeared by John Worthington Esq and the Defts by Jonathan Bliss Esq their Attr came and Defended &c and for plea say that they never promised y[e] Pltf in manner and form as he has above alledged against them and thereof pray judgment, And the said Joseph consenting said the plea aforesaid of the Defts is insufficient Answer to his declaration and thereof pray judgment, And y[e] Defts say their plea was Sufficient

Thereupon the Premises being seen and fully understood by said Justice, It was thereupon considered by said Justice that the said Joseph should recover against the said Thomas & William y[e] thirty Shillings Lawful money Damages and Costs of Suit &c The said Thomas & William in their proper persons appealed from the judgment of said justice to this Court, And now at this term the said Parties appear and humbly pray that the Case may be Continued untill the next Term, & it is considered by y[e] Court that y[e] s[d] Parties have further day in this Court, pure until y[e] Last Tuesday of August next

Sylvanus Percy of Westfield in the County of Hampshire yeoman Plt vs Bildad Fowler of Westfield aforesaid Shopkeeper Deft In a plea of Debt for that said Bildad at said Westfield on the ninth Day of December last past by his Bond of that date under his hand and Seal duly Executed in Court to be produced bound and obliged himself unto him the said Sylvanus Percy in the sum of one Hundred pounds lawful money to be paid him the said Sylvanus whenever after he the said Bildad should be thereto requested, Yet said Bildad tho often thereto requested hath not paid said Sylvanus the same sum or any penny thereof but hitherto hath and still denys and refuses to pay him the same To the Damage of the said Sylvanus the Sum of one Hundred pounds — The Plt appears by Moses Bliss Gentr his Attorney and ye Deft ~~being~~ Comes into Court in his proper person and moves that the Case may be continued until the next Term the Plt agreeing thereto, It is therefore considered by the Court that the Case be continued, And the Parties have a further day accordingly

Percy
adv
Fowler
32

Sylvanus Percy of Westfield in the County of Hampshire yeoman Plt'r
Simeon Ashley of said Westfield yeoman Deft In a plea of Trespass on the Case for that whereas the said Sylvanus and one Bildad Fowler at said Westfield on the twenty fifth day of February Anno 1766 had Communication together of and concerning his the said Bildads purchasing of him ye said Sylvanus his ye Sd Sylvanus's Certain Tract or parcel of Land containing Forty two Acres lying at a place called Whippanning in said Westfield and which the Sylvanus had therefore purchased of him the said Bildad whose Deed &c Warranty thereof he the said Sylvanus had for and in Consideration of a certain Sum of Money to be paid by said Bildad to said Sylvanus therefor and thereupon said Sylvanus and Bildad, ~~there~~ agreed together for the Sale and purchase of the same & thereupon the said Sylvanus then and there signed & Sealed a certain writing or Instrument purporting itself to be a Deed of bargain and Sale to the said Bildad of the Land aforesaid for the Sum of Seventy pounds paid by the said Bildad to the said Sylvanus dated the same twenty fifth day of Febry aforesaid and the said Sylvanus and Bildad not being then able and fully prepared to make a full & perfect Settlement and adjustment of the Sale & purchase of the Land aforesaid and of divers other matters between them mutually agreed together to deposit and commit said writing or Instrument purporting itself to be the said Sylvanus's Deed of the Land aforesaid and divers other writings to him the said Simeon Ashley to be by him safely kept until some future time when they the said Sylvanus and Bildad should make ye Settlement proposed and should both agree to have the same Writing or Instrument delivered by the said Simeon to the said Bildad or until he ye said Simeon should have his the Sd Sylvanus's particular order or direction to deliver the same to the said Bildad & thereupon he the said Sylvanus reposing special Trust and Confidence in him the said Simeon then & there delivered the same Writing or Instrument into the hands of the said Simeon to be by him safely kept as aforesaid and not to be delivered to the said Bildad without ye Agreement order or Direction of him the said Sylvanus And he the said Simeon Ashley ~~there~~ undertook the Trust aforesd & consented &

Idem
vs
Ashley
33

2d Percy vs Ashley

Agreed to keep the Writing or Instrument aforesaid in manner aforesaid, Nevertheless he the Simeon Ashley thro the procurement & Instigation of the said Bildad & Contriving craftily & Subtilly to deceive & defraud the said Sylvanus in this particular thereat said Westfield afterwards to wit on the Eighteenth day of May Anno 1766 not regarding ye Trust & Confidence reposed in him as aforesd delivered the writing or Instrument purporting it self to be the Deed of the said Sylvanus of the Land aforesd to him the said Bildad Fowler, without the Leave, consent, order or Direction of him the said Sylvanus he the said Sylvanus not having rec^d any full Satisfaction or payment for the Land therein mentioned of the said Bildad, and they the said Sylvanus not having made any full Settlement for the purchase thereof, and immediately afterward he the said Bildad caused the same to be registered in the Registry of Deeds for said County by means whereof he the said Sylvanus was in Great danger of Loseing his Lands aforesaid without being Satisfied therefor and being deprived of the whole Benefit of this the said Bildads Warranty thereof to him the said Sylvanus and was obliged to Expend divers Large Sums of money in a certain Suit at Law and otherways to prevent the undue Operation thereof as his the said Sylvanus Deed & controverting ye Validity thereof with the said Bildad Fowler all which is to the damage of y^d said Sylvanus the Sum of Twelve pounds

The Def^t appears by Moses Bliss Gent^n his Att^y and the said Simeon Ashley by Jonathan Bliss Gent his Attorney comes and defends &c and reserving Liberty to waive this plea and plead the General Issue on the Trial of the appeal says that the Bond declared on is not his deed and thereof puts himself on the Country And the said Sylvanus percy by his Att^y above named consenting to the above reservation says that the plea of ye said Simeon above pleaded, and the matters therein contained are an Insufficient answer to his Declaration and that he is not holden by ~~the~~ Law to make any Answer thereto & this he is ready to verify and therefore pray judgment, & the s^d Simeon says his plea is sufficient

Therupon all & singular ye premises being seen and by the Court of the Lord the King nowhere fully understood for that it appears to ye said Court that the plea aforesaid of the said ~~Sylvanus~~ Simeon, and the matters therein contained are not sufficient in Law to preclude him the said Sylvanus from proceeding in his said Action against him the said Simeon or from his Damages and Costs by him ~~then~~ therefore considered by the Court that ye said Sylvanus recover against the said Simeon twelve pounds of Lawful Money Damages and Cost of Court taxed at £1,11,6 L^e The said ~~Simeon by his Att^y aforenamed~~ Simeon in his proper person appeals from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on the fourth Tuesday of September next and he ~~who~~ recognizes with Sureties as the Law Directs for his prosecuting the Appeal with Effect as by said recognizance as on file appears

Billinget Att^y vs Montague

Moses Billing yeoman and Samuel Blodget Physician both of Sunderland in the County of Hampshire Att^y vs Richard Montague of said Sunderland yeoman Deft In a plea of the Case for that said Richard at said Sunderland on the twenty sixth day of [illegible]

February last past by his note of that date for Value Rec'd promised
said Moses and Samuel to pay them five pounds five Shillings
and five pence on demand with Interest &c as in the Writ
The ptfs appear by Daniel Kitchcock Gent their Attorney
& the Deft being three times publickly called to come into
Court makes default of appearance here
It is therefore considered by the Court that the said
Moses & Samuel recover against the said Richard the Sum of
five pounds 6/10¾ of lawful money damages and Cost of
Court taxed at two pound 0/3 and thereof &c, Exc is 6th June 1780

Moses Billing yeoman & Samuel Blodget Physician both of
of Sunderland in the County of Hampshire Ptfs vs Elisha Graves of Sunderland
aforesaid yeoman Deft in aplea of the Case for that s Elisha
at said Sunderland on the twenty sixth day of Jan'y last
past by his note of that date for Value Rec'd promised s Moses
and Samuel to pay them or their Order four pounds 3/7 on
demand with Interest &c as in the Writ
The Ptfs appear by Daniel Kitchcock Gent their Attorney and
Deft being three times publickly called makes default of
appearance in Court It is therefore considered by Court
that the said Moses and Samuel recover against s Elisha
four pounds 6/0½ of Lawful Money damages and Cost of Court
taxed at one pound 19/2 & thereof &c Excon is 6th June 1780

Moses Billing yeoman and Samuel Blodget Physician both of
Sunderland in the County of Hampshire Ptfs vs Joel Graves
of said Sunderland yeoman Deft In aplea of the Case for that s
Joel at said Sunderland on the twenty fifth day of January last past
by his note of hand of that date for Value Rec'd promised the said
Moses & Samuel to pay them or their order Seven pounds 14/5½ on
demand with Interest for the same till paid, Yet said Joel tho
often requested hath never paid the same or any part thereof But
unjustly neglects it To the damage of the said Moses and Samuel
the Sum of Eleven pounds The Ptfs appear by Daniel Kitchcock
Gent their Attr and the Deft being three times publickly
called makes Default of appearance in Court It is therefore
considered by the Court that the said Moses & Samuel recover
against the said Joel s Sum of Seven pounds 17/2 of lawful money
damages & Cost of Court taxed at one pound 19/2 & thereof &c
The said Joel afterwards now at this Term comes here by
William Billing Gent his Attr and appeals from s judgment
of this Court to the Superiour Court of judicature to be holden
at Springfield within and for s County of Hampshire on the
fourth Tuesday of September next, Who recognizes with Sureties
as the Law directs for the said Joels prosecuting s Appeal with
Effect as by said Recognizance as on file appears

Moses Billing yeoman & Samuel Blodget Physician both of Sunder
land in s County of Hampshire Ptfs vs Jonathan Oaks of said
Sunderland yeoman Deft In aplea of s Case for that s Jon.a at said
at said Sunderland on s twenty sixth day of February last past by his
Note of that date for Value Rec'd promised s Ptfs to pay them or their Order
Eleven pounds 2/8 on demand With Interest &c as in s Writ The Ptfs
appear by Daniel Kitchcock Gent their Att and s Deft being three times pub
lickly called makes default of appearance in Court It is therefore considered
by the Court that the said Moses & Samuel recover against s Jon.a Eleven pounds 6/8
of lawful money damages & Cost of Court taxed at £ 1 19/10 & thereof &c Excon is 6th June 1780

Sillom
vs
Montague
2.4.6
Billing &c
vs
Montague
&c

Sillom
vs
Graves
3.6
Sillom
vs
Graves
3.6

Sillom
vs
Oaks
3.7

250 Levi Shepard of Northampton in the County of Hampshire Apothecary ptt vs Elisha Scott of Swanzey in the Province of New Hampshire yeoman Deft In aplea of the Case for that said Elisha at Springfield
Shepard on the eighth day of December Anno Dom 1767 by his note of yt Date
Adm for Scott ... for Value rec'd promised one Samuel Blodget of Sunderland Physician
to pay him or his order two pounds 0/ lawful money on
30 Demand with Interest till paid, and afterwards Vox: on ye same eighth day of Decem'r at said Sunderland s'd Samuel Indorsed the same Note with his proper hand thereto Subscribed, and appointed y'e Contents of the same Note then wholly due to be paid to the said Levi, whereof the s'd Elisha Instantly had notice, and became liable to pay the Contents to the said Levi according to the Tenor of said Note, and the said Elisha then and there in Consideration thereof faithfully promised to pay him the same on demand &c as in y'e Writ The Ptt appears by Daniel Hitchcock Gent'r his Att'r and the Deft being three times publickly called makes default of appearance in Court, It is therefore considered by the Court that the said Levi recover against y'e said Elisha the Sum of two pounds 1/5 of Lawful Money damages & Cost of Court taxed at One pound 16/4 & thereof &c ~~ Execution 30th May 1768

Lock Jonas Lock of Shutesbury in the County of Hampshire Joiner Ptt vs Joseph
Adm'r Lock of said Shutesbury yeoman Deft In a plea of the Case for that
Lock whereas the said Jonas and Joseph at said Shutesbury on the
39 Sixteenth day of September Anno Dom 1766 had accounted together of and concerning divers Sums of money before that time due & owing from the said Joseph to the said Jonas for Labour done by him the said Jonas there at Locks Saw Mill so called and upon that Account the said Joseph was then & there found in Arrear to the same Jonas in the Sum of three pounds 0/ lawful money & being so found in Arrear the aforesaid Joseph in Consideration thereof then and there undertook and faithfully promised to pay him the same Sum in Work at the Mill aforesaid as it should Stand in need of Repairs over and above his the said Joseph future Proportionable part of Labour at said Mill at a reasonable time and within a reasonable time after the said Mill should Stand in need of Repair as aforesaid, and also for that said Joseph at said Shutesbury on the twenty eighth day of March last past by his note of Hand of that date for Value rec'd promised the said Jonas to pay him or his order another Sum of one pound 13/4 lawful mony on demand With Interest for the same till paid, Yet the said Joseph tho often requested hath never paid the sum of three pounds 0/ in Work in Repairing the Mill as aforesaid altho the said Jonas says in fact that y'd Mill afterwards at said Shutesbury on y'e first day of February Anno Dom 1767 & divers other times there stood in Great need of Repair neither hath he ever tho often requested paid y'd said Sum of one pound 13/4 to y'd Jonas or any way contented or Satisfied y'd Jonas for either of y'd Sums aforesaid or any part thereof But refuses to do it to y'd Damage of y'd Jonas Eight pounds & The Ptt appears by Daniel Hitchcock Gent his Att'r and y'e Deft being three times publickly called makes default of appearance in Court. It is therefore considered by the Court that y'd Jonas recover against y'd Joseph four pounds 19/6 lawful mony damages and Cost of Court taxed at two pounds 2/5 and so forth the s'd Joseph afterwards comes here in his proper person & appeals from y'e judgment of this Court to the Superiour Court of Judicature to be holden at Springfield on y'e fourth Tuesday of September next and recognizes with Sureties as the Law directs for prosecuting y'e appeal with Effect as by s'd Recognizance on file appears

Abner Brown late of Brookfield now living at Chesterfield
in the County of Hampshire Gent^r Pl^t vs Adonijah Rice Cord
wainer and Benjamin Willard yeoman both of Brookfield in the
County of Worcester Defts In a plea of the Case for that the said
Adonijah and Benjamin at Springfield on the Sixteenth day
of April Anno Dom 1767 by their note of that date for Value Rec^d
promised the said Abner to pay him or his order the Sum of
Forty pounds Lawful Money within one Year from the date
of said Note with Interest for the same till paid, Yet the said
Adonijah and Benjamin tho often Requested have never paid
the same or any Part thereof But unjustly neglect it To y^r
damage of the said Abner the Sum of Fifty pounds

The Pl^t appears by Daniel Hitchcock Gent^r his Att^y and ye Defts
being three times publickly called make Default of Appearance in Court

It is therefore considered by the Court that the said Abner do
recover against ye said Adonijah and Benjamin Forty one pounds 12 S^s
of Lawful Mony damages & Cost of Court taxed at £2 11 2 thereof Ex
The said Adonijah and Benjamin Afterwards at this same Term
Come here by John Worthington Esq their Attorney and appeal
from the judgment of this Court to the Superiour Court of Judi
cature to be holden at Springfield within and for the County of Hamp
shire on the fourth Tuesday of September next, Who recognizes
with Sureties as the Law directs for their prosecuting the appeal
with Effect as by said Recognizance as on file appears

Abner Brown vs Rice &c Adonijah Rice Cord wainer Benjamin Willard
£5
Bidlack vs Rice &c
£40

Bildad Fowler of Westfield in ye County of Hampshire Trader Pl^t vs
Asa Noble of said Westfield Gent^n Defts In a plea of the Case for that
the said Asa at said Westfield on ye last day of January last past
being justly indebted to the said Bildad in ye Sum of thirty
three pounds lawful mony to Ballance Book Acts for Sundry
Goods Wares and Merchandizes there before that time Sold and
delivered by the said Bildad to the said Asa at his special
request according to said Bildads Book and then and there in
Consideration thereof the said Asa promised the said Bildad
to pay him the same on demand, Yet the said Asa tho often
thereto requested hath not performed his said Promise But the
wholly denys to do it To the damage of the said Bildad forty
Pounds, And the Pl^t appears by John Phelps Gent^n his Attorney
And the said Asa by John Worthington Esq his Attorney comes &
defends &c and for plea says that he never promised in manner
and form as ye Pl^t in his Declaration has alledged and thereof
puts himself on ye Country

Fowler vs Noble
£4.

And the said Bildad by his Att^y abovenamed Reserving Liberty
to join the Issue Tendred at the Tryal of the appeal and wave his
demurrer says that the Defts plea above pleaded and the matters
therein contained are an Insufficient answer to his Declaration
and that he is not holden by the Law of the Land to make any
Answer thereto and this he is ready to verify and thereof prays
judgment and judgment for his Costs, and the said Asa consenting
to the above Reservation says his plea is Sufficient

Thereupon the Premises being seen and fully understood by
the Court of the Lord the King, for that it appears to said Court
of the said Lord the King that the plea of the said Asa above
pleaded and the matters therein contained are Good & Sufficient in
Law to preclude the said Bildad from prosecuting his said Action
against the said Asa It is ~~therefore~~ considered that the said Bildad
by his plea aforesaid barred ~~have~~ nothing for his Groundless demand &c And

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Fowler
&c
Noble

And His also considered by the Court that the said Asa recover against the said Bildad, the Sum of of lawful money allowed him for his costs in defending the suit of sd Bildad The said Bildad by his Attorney above named appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Ensuing and he recognizes with Sureties as y law directs for his prosecuting the appeal with Effect as by sd recognizance on file appears

Idem
vs
Williams

Bildad Fowler of Westfield in y County of Hampshire yeoman Plt vs Nathaniel Williams junior of said Westfield yeoman Deft In a plea of the Case for that said Natht at said Westfield on y last
£2 day of April last past being indebted to sd Bildad in y Sum of thirty pounds Lawful Money for sundry Goods before that time Sold and delivered by said Bildad to said Natht at his special Instance & Request, and being so indebted said Natht then & there promised said Bildad to pay him sd Sum on demand &c as in y Writ

The Plt appears by John Phelps Gent his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Bildad recover against the said Natht the Sum of twenty two pounds 4/ lawful mony damages & Cost of Court taxed at one pound 10/ Three of Lo so forth

Excon is sd 22d Feby 1769

Partridge
vs
Ashley

Oliver Partridge of Hatfield in y County of Hampshire Esq & Sheriff of said County Plt vs Joseph Ashley junior yeoman and a Deputy
£3 Sheriff and Samuel Blodget Physician both of Sunderland in the County aforesaid Defts In a plea that the said Joseph and Samuel lender to the said Oliver one Thousand Pounds of Lawful money which they owe the said Oliver and unjustly detain from him & whereon said Oliver complains and says that said Joseph and Samuel at Hatfield aforesaid on the tenth day of August in the first year of our Reign by their Bond of that date, in Court to be produced, Bound themselves to the said Oliver in y Sum of one thousand Pounds Lawful Money to be paid him on demand &c as in Writ

The Plt appears in his proper Person and the Defts being three times publickly called make default of appearance in Court His therefore considered by the Court that the said Oliver recover against the Sum of one thousand pounds & it is further provided that sd Oliver may have his execution for the the said Joseph and Samuel for his dft Oliver's the Sum of three Hundred Fifteen pounds 9/0 of Lawful money, damages and Cost of Court taxed at £1 19 0 d ~~Three~~ as issued to him by a writ of scire facias dated

Excon issued 1st June 1769

Bascom
vs
Gates

£4

Samuel Bascom of Western in y County of Worcester Gent Plt vs Ephraim Gates of Palmer in y County of Hampshire yeoman Deft In a plea of the Case for that said Ephraim at Springfield on the Eighth day of March in the Year of our Lord Christ 1766 by his note of that date for Value rec promised said Samuel to pay him or his order 12/9 on demand with Interest till paid & also for that sd Ephraim there afterwards Viz: on the twenty third day of July last past by his other note of Hand for Value rec promised said Samuel to pay him or his order two pounds 0/3 on demand with Interest till paid, Yet said Ephraim tho often requested hath never paid y Contents of either y notes aforesaid or any part there of But unjustly neglects it To the damage of said Samuel Seven pounds — The Plt appears by Joshua Upham Gent his Attorney & the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the sd Samuel recover against the said Ephraim two pounds 16/7 lawful mony damages & Cost of Court taxed at one pound 16/2 and thereof sd the said Ephraim afterwards comes here in his proper person and appeals from y judgment of this Court to y Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and recognizes with Sureties as the Law directs for his prosecuting y appeal with Effect as by said Recognizance on file appears

William Scott of Palmer in the County of Hampshire Gent^r Pl^t vs Abner Loomis of said Palmer yeoman Deft, In a plea of the Case for that said Abner at Springfield on the twenty sixth day of August last past by his note of that date for Value Rec^d promised said William to pay him or his order three pounds 0/3 on demand with Interest till paid &c as in Writ The Pl^t appears by Joshua Upham Gent^r his Att^y and the Deft being three times publickly called makes default of appearance in Court Therefore It is considered by the Court that the said William recover against the said Abner three pounds 0/3 of Lawful money damages & Cost of Court taxed at one pound 12/ & three/ &c Exec^n issued 3^d Septr 1765 — 253 Scott vs Loomis 45

Peleg Combs of Springfield in ye County of Hampshire yeoman Pl^t vs Uriel Combs of Conojoharis in the County of Albany in the Province of New York yeoman Deft, In a plea of the Case for that said Uriel at Springfield on the third day of February Anno Domini 1766 by his note of that date for Value Rec^d promised said Peleg to pay him Eighteen pounds on or before ye first day of January then next &c as in the Writ The Pl^t appears by Justin Ely Gent^r his Att^y and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Peleg recover against the said Uriel Eighteen pounds of Lawful mony damages and Cost of Court taxed at one pound 0/8 & thereof he may have his Exec^n — Exec^n issued 14th June 1768 Combs vs Combs 40

Joseph Bedortha Junr of Springfield in the County of Hampshire yeoman Complains of John Williston of said Springfield yeoman for that said John at said Springfield on the twenty fourth day of April Anno 1762 by his note of that date for Value Rec^d promised said Joseph to pay him Eighty five pounds with Interest until paid, also for that said John at said Springfield on the last day of December being justly indebted to the Pl^t in ye sum of Thirty five pounds &c for divers Articles of Book act according to the Act annexed to the Writ in Consideration thereof s^d John promised the Pl^t to pay him the same Sum on demand Yet the said John tho often thereto requested hath never fulfilled either of his said Promises But unjustly neglects it, and the said John hath absconded himself out of this province into parts to the Complainant unknown and so secrets himself, & his Goods and Estate that neither of them can be come at to be Attached To the damage of y^d Joseph the Sum of one Hundred and fifty pounds — The Pl^t appears by Justin Ely Gent^r his Att^y And Benjamin Ashley Esqr Junr of Springfield aforesaid yeoman Agent and Trustee of the said John, who was summoned to appear at Court now comes here, and being Examined under Oath, It appears to to the Court that the said Benjamin has none of the Goods and Effects of the said John, and the said Benjamin The s^d Joseph afterwards being three times publickly called in now pleads pray that his Legal Costs may be allowed him — It is therefore considered by the Court that the s^d Benjamin recover against the said Joseph 12/0 of Lawful money allowed him for his Costs &c Bedorthaa vs Williston 47

Heber Miller of Westmoreland in the Province of New Hampshire Physician Pl^t vs Bildad Fowler of Westfield in ye County of Hampshire yeoman Deft In a plea that he the said Bildad render to ye said Heber his reasonable Acct, of the Time he was receiver of the Goods and Chattels and monies of the said Heber ~~from the first day of~~ ensued Miller vs Fowler 40

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Miller
vt
Fowler

and whereupon said Heber says that whereas the said Bildad hath been Receiver of the Goods Chattels and Monies of him the said Heber from the first day of August Anno Dom 1765 to the first day of april Current during which time he the said Bildad at Spring field received of the said Heber one certain promissory note in writing under the Hand of Joel Ely of said Springfield due and payable to the said Heber Miller for the Sum of ten pounds 3/ money with the Interest of said Sum from and after the last day of May Anno Domini 1766 to collect and receive the Contents of said Note for the said Heber and thereof to render a reasonable Acct to the said Heber when he should be thereto requested Nevertheless the said Bildad tho often thereto requested by the said Heber hath never yet rendered such reasonable Acct to the Pltf But hath always hitherto refused and still doth neglect and refuse to do it To the damage of the said Heber fifteen pounds &c The Pltf by Justin Ely Esqr and the Deft by John Worthington Esq come before the Court and agree to refer the Case to the final determination and Award of Luke Bliss Gent and Moses Church yeoman both of Springfield and Samuel Noble of Westfield yeoman or any two of them Arbitrators mutually Elected by the said Parties to be made upon the Premises and returned into this Court so soon as may be and the said Parties have a further day &c until the Last Tuesday of August Next

Day
vt
Cooper
49

Benjamin Day of Springfield in the County of Hampshire Gent Pltf vs Jacob Cooper of Westbridge in the County of Berkshire yeoman Deft In a plea of the Case for that said Jacob at said Springfield on the Eleventh day of April Anno 1765 by his Note of that date for Value rec promised said Benjamin to pay him Six pounds 10/ on demand with Interest till paid &c as in the Writ
The Pltf appears by Justin Ely Gent his Attorney & the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Benjamin recover against the said Jacob seven pounds 14/2 1/2 of lawful money damages & Cost of Court taxed at one pound 8/1 and thereof &c
Execon issued 15th June 1766

Warner
vt
Smith
50

Jonathan Warner of Hadley in the County of Hampshire Shopkeeper Pltf vs Chileab Smith of Ashfield in the County aforesd yeoman Deft In a plea of the Case for that whereas the said Chileab at Hadley aforesaid on the twenty seventh day of jany Anno 1765 by his Note of that date for Value rec promised the said Jonathan to pay him the Sum of one Hundred and five pounds 105/ lawful money on demand with the Lawful Interest till paid Yet the said Chileab tho often requested hath not paid said Sum to said Jonathan But wholly refuses to do it To the damage of the said Jonathan one Hundred & twenty pounds &c The Pltf appears by Joseph Hawley Esq his Atty and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Jonathan recover against said Chileab Eighty four pounds 10/2 of Lawful money damages & Cost of Court taxed at one pound 10/6 thereof &c
The said Chileab afterwards comes here by William Billings Gent his Attorney and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next Who recognizes with sureties as the Law directs for his prosecuting his appeal with Effect as by Recognizance as on file appears

Jonathan Wells of Deerfield in the County of Hampshire yeoman
pltf vs Elijah Billing of Sunderland in s^d County aforesd yeoman Deft 235
In aplea of the Case for that whereas the said Elijah the twenty
third day of june Dom 1766 at Deerfield aforesaid by his note of Wells
Value rec promised the said Jonathan to pay to him or his Order
the full Value and worth of nine pounds 13/4 Lawfull money in
Grain or Cattle at the market price on or before the first Billing
day of March then next with the Value of the Lawfull 51
Interest of the said Sum of money in the like commodity
or one of them, Yet the said Elijah tho often thereto requested
hath not paid the said Jonathan or in any manner
satisfied w^d Contents of the said Note But he wholly neglects
to do it To the damage of s^d said Jonathan Twenty pounds
The Pltf appears by Joseph Hawley Esq his Attv and s^d Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Jonathan
recover against the said Elijah Ten pounds 13/0 1/2 of lawfulmony
damages and Cost of Court taxed at two pound 1/2 & thereof &c

The said Elijah afterwards at this Term comes into Court
by Daniel Hitchcock Gent^r his Attorney and appeals from the
judgment of this Court to the Superiour Court of judicature
to be holden at Springfield within and for the County of Hampe
shire on the fourth Tuesday of September next Ensuing Who
Recognizes with Sureties as the Law directs for his prosecuting
the appeal with Effect as by s^d Recognizance on file appears

Levi Ely of Springfield in the County of Hampshire yeoman Pltf Ely
Elijah Rogers of said Springfield yeoman Deft in aplea of s^d Case vs
for that said Elijah at said Springfield on s^d thirteenth day Rogers
of Octo Dom 1760 by his note of that date for Value rec promised 52
said Levi to pay him or order on demand Eighteen pounds 14/0
with Interest &c as in the Writ. The pltf appears by Justin Ely
Gent^r his Attorney and the Deft being three times publickly
called makes default of appearance in Court

Therefore It is considered by the Court that the said Levi
do recover against the said Elijah the Sum of twenty one pound
12/0 of lawfulmoney damages and cost of Court taxed at one
pound 0/9 & thereof he may have his Execution Execution is 14th June 1766

Mary Smith of Hatfield in the County of Hampshire Gentlewoman Smiths Adm^x
and Administratrix on s^d Goods & Estate of Samuel Smith vs
late of said Hatfield Gent^n Dec^d Pltf Timothy Childs of Greenfield Childs
in the County aforesaid Gent^n Deft. In aplea of the Case for that 53
said Timothy at Springfield on s^d thirty first day of July A D 1764
by his note of that date for Value rec promised s^d Samuel then
living to pay him thirty Six pounds 16/10 on demand with Interest
And also for that said Timothy at said Springfield being indebted
to the said Samuel then Living in the Sum of two pounds 6/4
for Sundry Articles of Book Acct according to the Acct annexed to the
Writ in Consideration thereof said Timothy then and there
apromised on himself and to the said Samuel then living faith
fully promised that he would pay him the same on demand
&c as in the Writ. The Pltf appears by Daniel Hitchcock Gent his Attv
& the Deft being three times publickly called makes default of Ap
pearance in Court It is therefore considered by the Court that s^d Mary
recover against s^d Timothy in s^d Capacity aforesaid Forty pounds 16/0 of Lawfull
money damages and Cost of Court taxed at £2 10 6 thereof an Execution is 30th may 1766

256 George Pynchon of Springfield in ye County of Hampshire Gent^r^ Pl^t^ vs
Pynchon Joel Ely late of said Springfield yeoman Deft In a plea of the Case
vs for that said Joel at said Springfield on the first day of June
~~Cooley~~ last past was justly indebted to said George in the Sum of nine
Ely pounds 19/11 Lawful money by Book Acct for divers Wares and
56 Merchandizes before that Time sold and delivered by said Joel by
the said George at ye Special Instance and request of the said Joel & in
Consideration thereof said Joel promised said George to pay him
the same on demand &c as in the Writ

The Pl^t^ appears by Moses Bliss Gent^r^ his Att^r^ and the Deft being
three Times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said George recover
against the said Joel the sum of Nine pounds 19/11 of lawful money damages
Cost of Court taxed at one pound 6/0 & thereof &c ~ ~ Execon is 26th Septr 1760

Pynchon George Pynchon of Springfield in the County of Hampshire Gent^r^ Pl^t^
vs William Day of s^d^ Springfield yeoman Deft In a plea of the Case for that
Day said William at said Springfield on the first day of April instant
57 was justly indebted to said George in the Sum of Nine Pounds 9/10 3/4
Lawful money for ~~Lumber~~ divers Wares and Merchandizes before
that Time sold and delivered by said George to said William at
his request & in consideration thereof said Willm promised said
George to pay him ye same on demand &c as in the Writ

The Pl^t^ appears by Moses Bliss Gent^r^ his Attorney and the Deft
being three times publickly called makes default of appearance
His therefore considered that said George recover against said William
Nine pounds 9/10 3/4 of Lawful mony damages and Cost of Court
taxed at one pound 5/0 & thereof &c ~ ~ Execon is 26 Septr 1760

Idom George Pynchon of Springfield in ye County of Hampshire Gent^r^ Pl^t^ vs Thomas
vs Bement of said Springfield yeoman Deft, In a plea of the Case for that
Bement said Thomas at said Springfield on the twenty sixth day of April 1758
58 by his note of that date for Value rec^d^ promised said George 12/8 Lawful
mony on demand with Interest &c as in the Writ

The Pl^t^ appears by Moses Bliss Gent^r^ his Att^y^ and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by the Court that ye George recover against
the said Thomas three pounds 3/3 1/4 of Lawful mony damages and
Cost of Court taxed at one pound 6/0 & thereof he may have his Execon
Execon issued 26th September 1760

Idom George Pynchon of Springfield in ye County of Hampshire Gent^r^ Pl^t^ vs
vs Asa Bartlit of said Springfield yeoman Deft In a plea of the Case
Bartlit for that said Asa at said Springfield on the first day of April
59 Instant was justly indebted to said George in the sum of four
pounds 2/ of Lawful mony for divers Wares & Merchandizes before that time
sold by s^d^ George to said Asa at his request & in Consideration thereof s^d^ Asa
promised s^d^ George to pay him ye same on demand &c as in ye Writ
The Pl^t^ appears by Moses Bliss Gent^r^ his Att^y^ and ye Deft being three times
publickly called to come into Court make default of appearance &c
It is therefore considered by the Court that the s^d^ George recover against
the s^d^ Asa the sum of four pounds 2/0 of Lawful mony damages &
Cost of Court taxed at one pound 5/10 and thereof he may have Ex^on^
Execon Issued 26th Septr 1760

ickinson Nathan Dickinson of Amherst in the County of Hampshire
vs yeoman Pl^t^ vs Challis Safford of Hardwick in ye County of Worcester
afford Physician Deft In a plea of the Case for that said Challis at said
60 Amherst on the twenty fifth day of January Dom^n^ 1760 by his Note
of that date for Value rec^d^ promised said Nathan to pay him or his Order

Sum of four pounds 2/1 3/4 lawfull money on or before the first day 257
of May then next with lawful Interest from and after said Day Dickinson
and time of Payment till paid, Yet said Challis tho oftenrequested vs
hath never paid the same or any part there of But neglects and Safford
refuses to do it To the damage of the said Nathan Six pounds
The Plt appears by Simeon Strong Gent his Attr and the Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Nathan do
recover against the Challis the Sum of four pounds 12/2 of lawfull mony
damages and Cost of Court taxed at one pound 16/4 & there of he
The said Challis afterwards now at this Term comes into Court by
Joshua Upham Gentn his Attorney and appeals from the judgment
of this Court to the Superiour Court of judicature to be holden
at Springfield within and for the County of Hampshire on the
fourth Tuesday of September next Ensuing, Who recognizes with
Sureties as the Law directs for his prosecuting the Appeal with effect
as by said recognizance as on file appears

Thomas Wells White of Hardwick in the County of Worcester Gent Pltr White
William English of Pelham in the County of Hampshire yeoman vs
Deft In a plea of the Case for that said Wm at the Pelham on the third English
day of June Anno 1765 by his note of that date for Value recd promised 61
said Thomas Wells to pay him or his order two pounds 16/3 lawfulmony
within six weeks from the Date with Interest &c as in the Writ
The Plt appears by Simeon Strong Gentn his Attr and the Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Tho Wells do recover
against the said Wm two pounds 7/4 1/2 of lawful mony damages
and Cost of Court taxed at one pound 19/8 and thereof &c
Execn issued 12th Septr 1766

Simeon Strong of Amherst in the County of Hampshire Gentn Strong
Plt vs Joseph Loch of Shutesbury in the County aforesaid yeoman vs
Deft in a plea of the Case for that said Joseph at the Amherst on the Loch
on the thirtieth day of May Anno 1766 by his note of that date 62
for Value rec promised the Simeon to pay him three pounds 15/2
lawful mony on demand With Interest till paid &c as in the Writ
The Plt appears in his proper person & the Deft being three times
publickly called makes default of appearance in Court
It is therefore considered by the Court that the the Simeon recover against
the said Joseph the Sum of four pounds 3/11 1/4 of lawful mony damages
and Cost of Court taxed at one pound 16/8 & thereof he may have his Execn
Execn issued 15th July 1766

Silent Wild of Shutesbury in the County of Hampshire yeoman Plt vs Wild
Joseph Loch of said Shutesbury & Ebenr Loch of the Shutesbury yeoman vs
Defts in a plea of the Case for that said Joseph and Ebenezer at said Shutesbury on the thirtieth Lundens
day of July Anno 1765 by their note of that date for Valued promised 63
said Silent to pay him or his order Six pounds 16/0 lawfulmony within
three months from the date of said Note with lawful Interest
for the same till paid &c as in the Writ
The Plt appears by Simeon Strong Gentleman his Attorney and the
Defts being three times publickly called make default of appear
ance in Court It is therefore considered by the Court that the
said Silent recover against the said Joseph & Ebenezer Six pounds
8/0 1/2 of lawful money damages and Cost of Court taxed at two pound
1/0 & thereof he may have his Execution Execn issued 9th Augt 1766

259
Patrick
vt
Shaw
Dft

Thomas Patrick of Western in ye County of Worcester yeoman Plt^ff vs
Samuel Shaw of Brimfield in ye County of Hampshire yeoman Def^t
In aplea of the Case for that said Sam^ll at Springfield on twenty
seventh day of January Anno Dom 1760 by his note of Hand of
that date for Value rec^d promised the said Thomas to pay him
the sum of Sixteen pounds l^ws lawful mony upon demand
with Interest for the same till paid, Yet the said Samuel tho^s after
requested has never paid s^d Sum or Interest of the same to the s^d
Thomas But unjustly neglects to do it To the damage of s^d
s^d Thomas Twenty pounds — The Plt appears by Simeon Strong
Gent^r his Att^y and the Deft being three times publickly called
makes default of appearance in Court — Therefore It is
considered by the Court that the said Thos recover against s^d
said Sam^ll Sixteen pounds 7/11¼ of Lawful money damages and
Costs of Court taxed at one pound 16/4 and thereof &c
The said Sam^ll afterwards comes into ~~the~~ Court by John
Worthington Esq his Att^y and appeals from the judgment of
this Court to the Superiour Court of judicature to beholden
at Springfield within and for the County of Hampshire on y^e
fourth Tuesday of September next Ensuing Who recognizes with
Sureties as the Law directs for his prosecuting s^d Appeal with
Effect as by s^d recognizance on file appears

Burroughs
vt
Wood
Dft

Simon Burroughs of Monson in ye County of Hampshire yeoman
Plt^ff vs Daniel Wood of said Monson yeoman Deft In aplea of Trespass
for that said Daniel at Spring field aforesd on the fourth day of June last
past with force and Arms made an Assault on the s^d Simon then
being in the Kings Peace & him ye s^d Simon with Swords Spades and Knives
~~ha~~ the said Daniel Cut, Beat, wounded and Evil Intreated so
that his Life was Dispaired of & other Outrages against him the s^d
Simon he the said Daniel then & there committed contrary to Law
against the Peace of the King and to the damage of the s^d Simon one hundred pounds
The Plt^ff appears by John Worthington Esq his Att^y and the said Daniel
by Simeon Strong Gent^r his Att^y comes and defends the force & Injury
&c and says he is not guilty in manner and form as the s^d Simon
in his declaration has alledged against him and thereof puts
himself on ye Country & ye Plt^ff likewise —
Thereupon the jurors at this time according to the form and Effect
of the Statutes in this Case provided returned and Impanelled being
demanded likewise come here, Who to say the truth concerning the
Premises being duly sworn by Mr James Sikes their foreman
declare upon their Oath that they find for ye Plt^ff Eighty pounds
damage and Cost of Court — Therefore It is considered by ye Court
that the s^d Simon recover against ye s^d Daniel Eighty pounds of lawful
mony Damages and Cost of Court taxed at five pound 0/4 & thereof &c
The said Daniel in his proper person appeals from the judgment of this
Court to the superiour Court of judicature to be holden at Springfield
within & for the County of Hampshire on the fourth Tuesday of September
next Ensuing and recognizes with sureties as the Law directs for prosecu
ting his appeal with Effect as by s^d recognizance on file appears

Williams
vt
Taylor
Ct

William Williams of New Britain in Bucks County in this Province
of Pensylvania in America yeoman Plt^ff vs John Taylor of Northborough
in the County of Worcester yeoman Deft In a plea that the s^d
lender to the said William one Hundred pounds which to the s^d Willm

owed and from him unjustly detains and whereon the Pltt William says that at Springfield on the twenty sixth day of April in ye fifth year of the Reign of the Lord this King that now is the said John Taylor by his Bond under his Hand and Seal of that date and in Court to be produced bound and Obliged himself by the name of John Taylor of Westborough in the County of Worcester and Province of the Massachusetts Bay in New England yeoman to the said William Williams by the name of Willm Williams late of New Britain in Bucks County in the Province of Pensylvania in America yeoman in the full and just Sum of one Hundred pounds of this Province of ye Massachusetts Bay to be paid to the said William on demand, Yet the said John tho often requested hath never paid the same or any part thereof But unjustly neglects it To the Damage of the said William the Sum of one Hundred Pounds — & The Pltt appears by John Worthington Esq his Attt and the Deft comes in his proper person and humbly prays yt this Case may be continued until the next Term of this Court that he may have Opportunity to make his plea & if it is granted him & the Case with the proceedings is continued until ye Last Tuesday of August Next

Hale
vs
Cooley

Hezekiah Hale of Springfield in ye County of Hampshire yeoman Pltt or Samuel Cooley of said Springfield yeoman Deft In a plea of ye Case for that whereas on the first day of may last past at s^d Springfield it was agreed between the Pltt and the said Samuel that the said Samuel should sell and convey to ye Pltt to hold to him his Heirs in fee Simple the said Samuels Meadow Lott of three Acres and half in the Lower field so called in ye General Field in ye Parish of Long Meadow in said Springfield for the Sum of twenty four pounds to be paid therefor in a reasonable Time by the Pltt and for that afterwards Viz: on the fifth day of s^d May at s^d Springfield at the special Instance and request of the said Samuel, the Pltt then & there bargained, sold and delivered to the said Samuel his the Pltts House of the price of seven pounds he the said Samuel then and there in Consideration thereof promised the Pltt to pay him ye Sum of seven pounds by discounting of ye same of the aforesd purchase price of said Land and in a reasonable Time — And also for that whereas at Springfield on ye same fifth day of May last past ye s^d Samuel being justly indebted to the said Hezekiah in another Sum of seven pounds for another House of the said Hezekiah by him then & there sold to ye s^d Samuel at his special instance and request he ye s^d Samuel then and there in Consideration thereof assumed on himself & to ye Pltt faithfully promised to pay him ye s^d Sum of seven pounds on demand — & And also for that whereas ye s^d Hezekiah at s^d Springfield on ye same fifth day of May bargained sold and delivered to ye said Samuel at his special Instance and request another House of ye Pltt he the said Samuel then & there promised ye Pltt that so much as ye same House was reasonably worth he would well & truly pay and Content to ye Pltt whenever he should be required of ye Pltt, & ye Pltt says ye House was then & there well worth seven pounds of all wch ye s^d Samuel then & there had notice yet ye s^d Samuel tho often requested hath never fulfilled either of his s^d promises but unjustly neglects it To ye Damage of said Hezekiah thirty pounds

The before named parties come here in their proper persons & agree to refer this Case to ye final determination & award of Benjamin Day & Moses Bliss Gentlemen & James Sikes yeoman all of s^d Springfield or any two of them & the Arbitrators mutually chosen by the Parties to be made & if they refuse or neglect to make such Award & return the same into this Court so soon as may be ye parties

£60
Fowler
vs
Whaples
69

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf
Jonathan Whaples of Sandysfield in y County of Berkshire yeoman Deft
In a plea of the case for that the said Jon[a] at Springfield aforesd on y thirty
first day of August Anno 1767 by his promissory note in writing under
his hand of that date for Valuable rec[d] promised the said Bildad to
pay him Sixpounds lawful money on demand with Interest
till paid, and also for that said Jonathan at s[d] Springfield on y
last day of march last past was indebted to the said Bildad in y
Sum of five pounds like money for divers Goods, Wares & Merchandizes
of the said Bildad by him before that time sold & Delivered by y[d]
Jonathan at his special Instance and request and being so Indebted
he the said Jonathan afterward Viz[t] on the same last day of March
last past at Springfield aforesd, In consideration thereof promised y[d]
Bildad that he the said Jon[a] would well & truly content & pay
him y[d] Bildad y[e] same Sum of five pounds whenever after he
the s[d] Jon[a] should be thereto requested, Yet y[d] Jon[a] tho often requested
hath never fulfilled either of his promises aforesd or any part
there of But unjustly neglects it To y[e] damage of the s[d] Bildad
the Sum of fourteen pounds

The Pltf appears by John Worthington Esq his Attr and the said Jonathan
Whaples by Jonathan Bliss Gent his Attorney comes and defends y[e]
force & Injury &c and reserving to himself Liberty of altering this
plea and pleading any new matter or plea on Trial of the appeal
says that the Bond declared on is not his Deed & thereof puts
himself on the Country, And the said Bildad by his Attr
aforenamed consenting to y[e] Above reservation says that the
Defts plea above pleaded and the matters therein contained
are an insufficient answer to his declaration & that he is
not holden by Law to make any answer thereto and this he
is ready to verify & thereof prays judgment, and the Deft says
his plea is sufficient — Thereupon y[e] Premises being seen
and by the Court of the Lord the King now here fully understood for
that it appears to y[e] said Court that the plea of y[d] Jonathan
~~above~~ pleaded & the matters therein contained are not sufficient
in Law to preclude the said Bildad from having his Action maintained
against the said Jonathan, or from his damages & Costs aforesaid
It is ~~also~~ therefore considered by the Court that y[e] said Bildad recover against
the said Jonathan Eleven pounds 17/6¾ of lawful money damages
Cost of Court taxed at one pound 4/0 and thereof &c

The said Jonathan by his Attr aforenamed appeals from y[e]
judgment of this Court to y[e] Superiour Court of judicature to be
holden at Springfield within & for y[e] County of Hampshire on y[e]
fourth Tuesday of September next Inoring Who recognizes with
Sureties as the Law directs for his prosecuting y[e] appeal with
Effect as by said recognizance on file appears

Partridge
Esq vs
Gunn
70

George the Third by the grace of God King &c To the Sheriff of our County of Berkshire &c
Whereas we lately commanded you by our Writ that of y[e] Goods
Chattels or Land which belonged to Stephen Gunn late of Great
Barrington in the County of Berkshire Gent Died who died
Intestate, as it is said at the time of his death in y[e] hands
under y[e] Administration of Eleanor Gunn of said Great Barrington
Widow and Relict of said Stephen & Admr[x] of y[e] Goods & Chattels which
belonged to said Stephen at y[e] time of his death to be Administred
you should cause to be paid and satisfied to Oliver Partridge Esq[r]

Hatfield in the County of Hampshire Esqr, two thousand & two
pounds 2/11 Debt which of said Oliver at our Inferiour Court of Comm
pleas holden at Springfield within and for our said County of
Hampshire lately Virtl on the Last Tuesday of August in the
Sixth year of our Reign recovered againstther the said Eleanor
and also two pounds 6/4 which to of said Oliver in of same Court
had been then and there adjudged him for his Costs & Charges
by him about his Suit in that behalf Expended whereof yd
Eleanor is convict as by the Inspection of of Record & proceedings
thereof in our said Court before us remaining appears to us
on Record and that you should make Return of of same Writ
with your doings thereon into our said Inferiour Court of common pleas
to be holden at Northampton within and for our said County of
Hampshire on the second Tuesday of November then next &
you on the twenty seventh Day of Octo in the said Sixth year of
our Reign returned that you had made diligent Search & could
find no Goods or Chattels that were of said Stephen Gunns
at the time of his death and that you had also demanded
of the said Eleanor the Admx as aforesd that she would yeild
or present to you Goods or Chattels that were of yd Estate of d
Stephen at of time of his death and that were under her
Administration that thereof you might cause of Sums aforesd
to be paid & Satisfied to yd Creditor & that she had wholly re
fused so to do and that the same Writ was wholly unsatisfied, And
because the Return aforesd is thought to bein delay of the Execn of yd
Debt & Cost aforesaid and also because in our said Court, before us
on of Behalf of of said Oliver it is suggested to us that several
Good and Chattels which belonged to said Stephen at of time of
his death came to the Hands and Possession of the said Eleanor
after the death of said Stephen to be by her Administred and that
she hath sold and wasted those Goods and Chattels, and of money
thereby rec'd to her own proper use converted and disposed, And of
residue of the Goods and Chattels which belonged to said Stephen
at the time of his death have been by the said Eleanor Eloined to
the intent that the Execn aforesd should not be Executed, And We
being unwilling that the Things which have been lawfully
Transacted and adjudged in our said Court should be rendered ineff
fectual by Fraud or Subtilty command that you make known
to the said Eleanor Gunn that she be before our justices of of same
Court & at our next Inferiour Court to be holden at d Springfield
within and for our said County of Hampshire on of third Tuesday
of May next to shew cause if any she has, Wherefore Execn should
not be awarded against her of her own proper Goods & Estate for
the Debt & Cost aforesaid & for want of such Goods or Estate against
her Body and further to do & receive what our said Court shall then
consider concerning her in this Behalf.

The ptt appears by John Worthington Esq his Attr and d d Eleanor
by Joseph Hawley Esq her Attorney comes & humbly prays that
the Case may be continued until d next Term that he may have
Opportunity to make her pleas And it is considered by the Court
that the case be continued and the said Parties have a further day
in this Court here until the Last Tuesday of August next

201

Northridge
by
Gunn

222 Jedediah Dewey of Bennington in y County of Albany & Province of Newyork yeoman and Martin Dewey of Almond in y County of Dutchess County in y Province aforesaid yeoman Executors of the Last Will & Testament of Martin Dewey late of said Almond Gentn Plts vs Nathaniel Dease of Blandford in y County of Hampshire yeoman Deft

Dewey Exrs vs Dease

In a plea that y said Nathaniel render to them two Hundred & eight pounds 11/10 which from them he unjustly detains & wherein they say that at the Superiour Court of judicature holden at Springfield within y County of Hampshire and for y County of Hampshire & Berkshire on the fourth Tuesday of September in y fourth year of the reign they in the Capacity aforesaid recovered against the s[d] Nath[l] two Hundred & three pounds 10/ damages & five pounds 1/1 for Costs and Charges by them about their Suit in that Behalf Expended whereof the s[d] Nathaniel is convict as by the Record thereof in Court to be produced is manifest & appears which judgment is yet in full force, and at the the said Jedediah & Martin have sued out a first & second Writ of Execon on y judgment aforesaid yet no part was ever levied and the return Day of y second Writ long since past whereby action accrues to them to demand and have said sums &c as in the Writ

The plt appears by John Worthington Esq his Attorney and Defft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that y said Jedediah and Martin in the Capacity aforesaid recover against the said Nath[l] two Hundred & fifty four pounds 3/4 1/4 of lawful money Debt & two pounds 12/ Cost of Court & thereof they may have their Execon

Execon issued 22 August 1760

Holcomb et Als vs Lyman Esq

Nathaniel Holcomb junr yeoman Nathaniel Hilyer yeoman & Danny Cossett yeoman all of Simsbury in the County of Hartford and Colony of Connecticutt Plts vs Gideon Lyman of Northampton in the County of Hampshire Esq Deft in a plea of Covenant broken

whereon the Plts say that at Springfield on the twelfth day of June in the thirty first year of the Reign of the late King George the Second the s[d] Gideon made Sealed & delivered to y Plts his the said Gideons Deed Poll of date whereof is the day and year Last aforesaid by which deed in Court to be produced it is witnessed that the said Gideon Lyman for & in Consideration of Sixty six pounds 13/4 in hand paid him by the Plts, did freely & absolutely give Grant, Bargain & Sell to them & their Heirs & Assigns one Hundred Acres of Land in that Tract of Land called y Wedge of Land in y County of Hartford & Colony of Connecticutt which s[d] Wedge of Land bounds Southerly on y Township of Simsbury Westerly on Hartland Northerly on the North Line of said Colony & on y Township of Granville Easterly partly on Westfield & y[s] one Hundred Acres bounds Southerly on y North Line of Simsbury aforesaid & Westerly on Lott Number one so called in s[d] Wedge originally surveyed & laid out to John Hunt formerly of Boston Merch[t] Dec[d] & has a Stake & Heap of Stones at y Westerly corner & Extends thence Easterly three Hundred & twenty Rods and is in Breadth from the said Line of Simsbury Northerly fifty Rods to have & to hold y said granted & Bargained Premises with all & Singular the Profits, Priviledges & Appurtenances thereof to the Plts & to their Heirs & Assigns to their only Use & Benefit & Behoof forever and y[d] Gideon then & there by that same Deed did covenant & Engage to & with the Plts their Heirs & Assigns that before & until y Execution of

he had good right to sell and convey the same and that the same was free from all incumbrances whatsoever, and the Plts further aver and declare that at the time of ye Execution of the Deed aforesaid or any other time whatsoever before or since the said Gideon never was seized of fifty Acres being being the Westerly End and half of said Hundred Acres and the never has any right, Power or authority whatsoever to sell or convey the same and that the same never passed by Virtue of the Deed aforesaid from ye said Gideon to ye Plts & that they never could legally enter upon obtain or Enjoy the same by Virtue of the said Deed by reason ye said Gideon never was neither before nor at ye time of making ye said Deed seised of ye same or had any right or Power to convey it to ye Plts and so ye Gideon hath broken his Covenant aforesd & not kept the same To ye damage of the said Holcomb Hilyer & Coset one hundred pounds The Plt appears by John Worthington Esq his Attorney and the said Gideon by Joseph Hawley Esq his Attorney comes and defends and says that the said Holcomb Hilyer & Coset ought not to have and maintain their said Action against him of the matters in their Writ declared because ye said Gideon says that on ye twenty seventh day of March 1753 John Hart Shrimpton Hunt, and Elizabeth Wendell all of Boston were seized in fee in their own right of all ye premises described and mentioned in ye Deed declared of & being so seized of the said premises at the same day at Springfield within mentioned by their Deed poll dated that day here in Court to be produced in Consideration of Sixteen pounds 13/4 did bargain and sell the whole of the said premises to the said Gideon to have & to hold the same to him his Heirs and Assigns forever which deed afterwards on ye fifteenth day of September 1754 was rec^d^ & recorded on the publick records of the Colony of Connecticutt according to the Laws of the said Colony whereby the said Gideon became seized lawfully of all the s^d^ Premises with ye Appurtenances and also had good right to convey the same free of all Incumbrances & that ever after ye said Seventh day of March until the twelfth day of June in ye thirty first year of ye Reign of King George the second in the same Writ mentioned and on ye twelfth day of June he was lawfully seized of all ye s^d^ Premises with ye appurtenances and had good right to Sell & convey the same & he being so seized did on the same day sell and convey the same to ye said Holcomb Hilyer & Coset in manner as witnessed by the Deed mentioned in ye said Writ & as they could & might by Virtue of ye s^d^ Sale & Conveyance to them made by ye s^d^ Gideon of the said Premises lawfully have Entred thereon & held and Enjoyed ye same all this the s^d^ Gideon is ready to verify and therefore he prays judgment whether the said Holcomb Hilyer & Coset ought to have ye s^d^ Action against him of the said matters declared of and the said Plts by their Att^y^ abovenamed humbly pray that the Case may be continued until ye next ye Inferior Court that they may have Opportunity to reply to ye Defts plea, And it is granted hereto

264

Morgan
vt
Rogers
73

Whereas Thomas Morgan of Pittsfield in y County of Berkshire yeoman before our justices of our Inferiour Court of common pleas holden at Springfield within and for y County of Hampshire on y last Tuesday of August Anno Dom 1766 in y Sixth year of our reign by y Consideration of our s justices recovered against Elijah Rogers of Springfield in the County of Hampshire yeoman the Sum of nine pounds 6/8 for Lawful money Damages & also Two Pounds 5/6 for costs and Charges by him about his Suit in that Behalf Expended whereof the said Elijah is convict as to us appears of record and altho judgment be thereof rendered yet y Execon for the said Damages and Costs doth yet remain to be done wherefore the s Thomas hath supplicated us to provide Remedy for him in that Behalf Now to End that justice be done We command you to make known unto the said Elijah that he be before our justices of our said Court of Common pleas to be holden within & for our s County of Hampshire at Springfield on the third Tuesday of May to shew Cause why the said Thomas ought not to have his Execution against him y s Elijah for his damages and Costs aforesaid & the Writ appears by John Worthington Esq his Attr & y Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that y s Thomas recover against y s Elijah Eleven pounds 11/2 7 damages & y Jury assessed by y Inquest for y Debt & y further sum of £1.3.9 for costs of Court taxed at two pounds 2/ Lawful money Debt & cost of Court taxed at two pounds 2/ Lawful

The said Elijah afterwards at this Term comes here by Jonathan Bliss Gent his Attr and appeals from y judgment of this Court to y Superiour Court of judicature to be holden at Springfield within and for y County of Hampshire on y fourth Tuesday of September next, Who Recognizes with Sureties as the Law directs for his prosecuting y appeal with Effect as by said Recognizance on file appears

omitted
Watson vt
Leonard.
74

James Watson late of Springfield in the County of Hampshire now of a place called Nott Wales Yeoman Att or Dan Leonard of Springfield aforesaid yeoman Deft in a plea that said Daniel render to s James Seventy eight pounds which he owes and from him unjustly detains & whereof s James says that at Springfield on y 15th day of Oct ins fourth year of y Reign of y Lord the now King the said Daniel by his bond under his hand & Seal in writ to be produced bound himself to y said James to pay him y Sum aforesaid as in y Writ thereof James being now thrice Times publickly called in court & the s Daniel in like manner defaulted y Action is accordingly dismissed

Talcott Esq
vt
Partridge
75

Samuel Talcott of Hartford in y County of Hartford and Colony of Connecticutt Esq pltf vs Oliver Partridge of Hatfield in the County of Hampshire Esquire & Sheriff of our said County Deft In a plea of Case for that whereas s Samuel at the Inferiour Court y last Tuesday of August in y fourth year of the Reign of y Lord the now King recovered judgment against Job Alvord of Springfield Gent for the Sum of fourteen pounds lawf for his damages by him sustained by reason of y s Job not performing his promise before that Time made also for the Sum of two pounds 0/ for his Costs & Charges by him s Samuel expended about his Suit & whereas afterwards on y twenty sixth Day of November following y said Samuel sued out the Writ of Execon in form as by Law of this province directed to y Sheriff of y County of Hampshire his Under Sheriff or Deputy greeting which Sheriff the s Oliver then was and ever since has been, & returnable into our s Court on y second Tuesday of Febry following & afterward on y twenty sixth day of Novr y s said Samuel delivered the same Writ to George Hitchcock of Springfield a Deputy Sheriff under said Oliver to Execute and return y same yet y s George inattentive to his Office & Commands and negligent of y Duty of his Office never levied either of the Sums aforesd nor any way Executed & returned y same & as in y Writ The Deft appears by John Worthington Esq his Attr & y Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that y said Samuel recover against y said Oliver Nineteen pounds 11/ 10/ of Lawful money damages & Cost of Court taxed at two pound 0/6 thereof Execon to 23d Feby 1769

Robert Henry of the City of Albany in y County of Albany & Province of New
York Merchant pltf vs Asa Johnson of Williamstown in y County of Berkshire
yeoman Deft In a plea That the said Asa render to him ys Robert
Three hundred & Six pounds 3/5 1/2 lawful money which to him he
owes and from him unjustly detains and whereon ys Robert saith
that s Asa at Springfield on y Eleventh day of July 1765 by his
Bond of that date bound himself unto ys said Robert in y Sum
of four Hundred & eight pounds 5/11 Current money of New York
which is Equal to Three Hundred & Six pound 3/5 1/2 lawful money to
be paid said Robert on demand &c as in y Writ - The Pltf appears
by John Worthington Esq his Attr & y Deft being three times publickly
called makes default of appearance in Court - Therefore it is con
sidered by y Court that the s Robert recover against said Asa one
Hundred & forty one pounds 11/11 1/2 of lawful money Debt and Cost of Court
taxed at three pounds 7/0 & thereof &c - Execon is 2d Septr 1765

Henry
vs
Johnson
76

Timothy Robinson of Granville in y County of Hampshire yeoman Pltf vs
Eliakim Stow of s Granville yeoman Deft in a plea of y Case for that
said Eliakim at Springfield aforesaid on y twenty ninth day of Octobr last past
by his promissory note in writing under his hand of that date for Value
he promised s Time to pay him or his order twelve pounds 6/3 Lawful
money on or before y first day of April then next with Interest till
paid Yet the said Eliakim tho often requested and tho the s pay day
is long since passed hath not paid y same or any part thereof But unjustly
neglects & refuses To y Damage of the said Timothy fourteen pounds
The Pltf appears by John Worthington Esq his Attr and y Deft being three
times publickly called makes default of appearance in Court - It is
therefore considered by the Court that the said Timo recover against
y s Eliakim twelve pounds 6/3 of Lawful money damages & Cost of
Court taxed at one pound 14/3 And thereof &c
The said Eliakim afterwards at this Term comes here by John Phelps
Gent his Attr and appeals from y Judgment of this Court to y Superior
Court of Judicature to be holden at Springfield within and for the
County of Hampshire on y fourth Tuesday of September next Who
Recognizes with Sureties as the Law directs for his prosecuting
the Appeal with Effect as by s Recognizance on file appears

Robinson
vs
Stow
77

James Moor of Palmer in y County of Hampshire yeoman Pltf vs Hugh
McMasters of s Palmer yeoman Deft in a plea of Trespass on y Case for that
whereas on y thirteenth day of August 1765 at Lony before one John
Moor was a person Trading in a way of Merchandize there and y said
John according to y Custom of Merchants made his Bill of Exchange
bearing Date y Day & year aforesaid & directed to s Hugh requiring
him to pay to y s James Moor two pounds &c in a reasonable
Time &c as in y Writ and the Pltf having discontinued his Suit
the Pltf, fearing that he could not recover into Court & prosecute his Action in Law against
Hugh by Simeon Strong, Gent his Attr comes & humbly shews that by
Virtue of the said James's Writ his Goods were Attached & at y same time he left a Summons
commanding him to appear at this Term to answer to y Action of
this Writ brought against him by s James Moor y Pltf & that he has accord
ingly attended this Honble Crt for this purpose But that the s James Moor
has wholly failed to prosecute y same Action Wherefore s Hugh prays his
Costs may be adjudged to him - Therefore it is considered by y Court
that said Hugh recover against y s James one pound 3/9 of Lawful money
allowed him for his Costs in defending the Suit of y s James & thereof &c
Execon Issued 28th May 1765

Moor
vs
McMasters
78

The foregoing Judgments and Entries being made
and entered in due manner aforesaid the said
Court was then adjourned without Day -
Attest Wm Williams Clerk

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August

Term 1768

Hampshire ss Anno Regni Georgii Tertii Regis magnae Britania Franciæ et Hiberniæ Octavo

At his Majestys Inferiour Court of common pleas held at Springfield within & for the County of Hampshire on the Last Tuesday of August being the thirtieth day of said month (and de die in diem to the third day of Sept next following) Dominj 1768

Present

Israel Williams Esq

Timothy Dwight junr Esq

Thomas Williams Esq

Jury of Trials

John Morgan 2d Foreman
Samuel Judd
Asahel Clark
Edmund Hubbard
Luke Phelps
Joseph Browning
Benjamin Cooley
Solomon Brown
Abner Chapin
Joseph McNall
Jonathan Preston
Thomas Parker

Continued Actions

Ely Leonard vs Fowler — Ely Leonard 2d yeoman and Benjamin Leonard junr yeoman both of Springfield in the County of Hampshire Pltfs vs John Fowler of Hartford in y County of Hartford Mercht Deft In aplea of the Case as at large on Record And now at this time the said Parties come here and because the Referees to whom this Case was referred have not made any Report they humbly pray that the Case may be continued under the same rule until the next Term & it is granted them

Jones Exec vs Fowler — Benjamin Day Gentn and Margaret Jones Gentlewoman both of Springfield in y County of Hampshire Executors of the Last Will & Testament of Cornelius Jones late of said Springfield Gentn Decd Pltfs vs Bildad Fowler of Westfield in y County of Hampshire yeoman Deft In aplea of the Case as at Large on Record and now at this time y^s Parties come here and by reason of the Referees to Whom this Case was referred not having made any Award they humbly pray that the Case may be further continued under the same rule until y next Term and it is granted them

Eustice vs Dantrs Esq — Jane Eustice of Boston in y County of Suffolk Milliner Pltfs vs Benoni Dantrs late of Chignecto in y Province of Nova Scotia Esq Deft In aplea of Trespass on the Case as at Large on Record, and now at this Time the s^d Jane comes here by Joseph Hawley Esq her Atty and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Jane recover against the said Benoni one Hundred & ninety eight pounds 5/3 1/2 of Lawful money damages & Cost of Court taxed at three pounds 10/ & thereof &c

Allin vs Whipple — Noah Allin of Greenfield in y County of Hampshire yeoman Pltfs vs Daniel Whipple late of Montague in s^d County yeoman Deft In aplea of y Case as at Large on Record, & now at this Time y^s Parties come here & the Referees to whom this Case was referred now report as follows Viz We do award and determine that y^s Daniel shall pay to y^s Noah five pounds 19/ damages & Costs of Court & Costs of Reference y Costs of Reference being £4 11 1 Lawful money It is therefor considered by the Court that y^s Noah recover against y^s Daniel five pounds 19/ damages and Cost of Crt & Reference in the whole taxed at Eleven pounds 3/ and thereof he may have his Execution Execution is 12 October 1768

Amos Marsh of Warwick in y County of Hampshire yeoman Solomon Emmons of Windsor in y County of Cumberland and Province of New York yeoman and Mary his wife late Mary Marsh John Goodale of Brookfield in the County of Worcester yeoman & Eunice his Wife late Eunice Marsh Henry Gilbert of said Brookfield yeoman and Patience his wife late Patience Marsh Adoniram Bartlet yeoman of s^d Brookfield & Miriam his Wife late Miriam Marsh and Samuel Marsh of said Brookfield yeoman / which said Solomon, John Henry and Adoniram sue by their Wifes / Plts vs Ebenezer Spooner of Ware in y County of Hampshire yeoman Deft in a plea of Ejectment as heretofore Recorded at Large and now at this Term the said Parties come here, and one of the Referees heretofore appointed viz Timothy Ruggles Esq having signified to this Court that he declines the Service of Arbitrating on this Case Therefore at the motion of the said Parties it is ordered that ~~Wm~~ William Ayers of Brookfield Esq be appointed in the room & Stead of said Tim^y Ruggles Esq who together with y other Gent viz: Joshua Upham and Constant Merick are to hear the Case and their award / to be made as soon as may be / upon the matters submitted originally & the Award of any two of them is to be final & ye Parties have a further day

Marsh vs Spooner

Moses Dewey of Westfield in ye County of Hampshire yeoman Plt vs Joseph Leonard junior of Springfield in y County aforesaid Gent^n Deft In a plea of the Case as at Large on Record and now at this time ye Parties come here and because the Referees to whom this Case was referred have not made any award they humbly pray that this Case may be further continued under y same Rule until y next Term & it is granted them

Dewey vs Leonard

James Dix of Tyrringham in y County of Berkshire yeoman Plt vs John Shepard of Westfield in y County of Hampshire yeoman Deft In a plea of the Case as heretofore recorded at Large and now at this time ye said Parties come here and y Referees to whom this Case was referred report as follow Viz: We do adjudge award and determine that the said James Dix do recover of the said John Shepard y Sum of six pound lawful mony damages and Costs of this Reference being one pound 17/6 and Cost of Court &c It is therefore considered by y Court that said James recover against y said John six pounds of lawful mony damages Costs of Court & Reference in y whole taxed at Seven pounds 5/6 & thereof &c

Dix vs Shepard

Excon is^d Septr 2d^a A^o 1760

Daniel Whipple of Groton in the County of New London in the Colony of Connecticutt yeoman Plt vs Noah Allin of Greenfield in y County of Hampshire yeoman Deft In a plea of the Case as heretofore recorded at Large, and now at this time y^d Parties come here & the Referees to whom this case was referred now report Viz: We do award that the s^d Daniel Whipple pay to the s^d Noah Allen y whole Cost of Court and y whole Cost of Reference Court the sum of two pounds 12/ y lawful money

Whipple vs Allin

Therefore it is considered by the Court that y s^d Noah recovs against y s^d Daniel Six pounds 10/ y of lawful money allowed him for his Costs in defending y Suit of the said Daniel & thereof &c

Excon is^d 1st Octo^r 1760

John Taylor
Moses ~~Graves~~ Dearfield of ~~Littlefield~~ in the County of Hampshire yeoman Plt vs ~~John Taylor~~ Moses Graves of Littlefield ~~Dearfield~~ in the County of Berkshire ~~Hampshire~~ gentleman Deft In a plea of the Case as heretofore recorded and now at this The said John being three times publickly called to come into Court and prosecute his said Action is Nonsuit & y said Moses likewise defaulted s^d Action accordingly dismissed

Taylor vs Graves

Dank Esq
vs
Williams

Benoni Danks of Chignecto in y Province of Nova Scotia Esq Plt or
Samuel Williams of Roxbury in y County of Suffolk Gentn Deft
In a plea of the Case as at large on record, And now at this time
the said Parties appear by their respective Attornies Viz: the said
Benoni by Joseph Hawley Esq and the said Samuel by John Worthington
Esq his Attorney, And y said Samuel defends &c and says that y
Plt ought not to have & maintain his Action aforesd against him
but thereof ought to be barred because he says that y whole
Quantity of Tobacco in y Plts declaration mentioned and by
him the said Samuel sold to the Plt at y time of y sale and
delivery thereof in said Declaration mentioned was at said
Springfield Good & merchantable and this he is ready to prove
and therefor prays judgment &c
And the said Benoni by his Attr abovenamed says that he by
any thing contained in y foregoing plea of the sd Samuel
he ought not to be barred of his said Action because he says
that full half of y Quantity of the said Tobacco at y sd Time of
the sale and delivery thereof was bad and unmerchantable
without this that y whole thereof was Good & merchantable
as y said Saml in his plea has averd and this he prays may
be Enquired of by y Country and the said Samuel likewise

Thereupon y Jurors at this time according to y Tenor & effect of y
Statutes in this Case provided returned and impanelled being demanded
likewise come here Who to say the truth concerning y Premises ~~being~~
~~demanded likewise come~~ ~~to say the truth~~ being duly sworn
by Mr. John Morgan their foreman declare upon their Oath that
they find for the Plt Eight pounds W/ damages & Cost of Court
It is therefore considered by the Court that the s Benoni recover
against y said Samuel Eight pounds W/ of lawful mony damages
and Cost of Court taxed at Nine pounds o/ and thereof Execon

Execon issued 19th Sept 1760

Bridgham
dab vs
Tinker

Nathan Bridgham of Southborough in the County of Worcester
Gentn John Warren of Marlborough in the County of Middlesex
Gentn Uriah Lager of same Marlborough Gentn
Deputy Sheriff of y same Marlborough Husbandman Plts vs
Phinehas Tinker of Granville in y County of Hampshire yeoman
Deft in a plea of Trespass as required at large the last time
the before named Plts + by Joseph Hawley Esq their Attorney now come
here and they humbly move that Uriah Lager one of the Persons named
as plaintiffs in the original Writ for whom the writ of Summons was awarded
at the last Term of this Court for summoning him to appear here and pros-
ecute, if he should see fit, with y other plaintiffs aforesd the aforesd action
against the said Tinker and Who has been duly served therewith may
now be called to come and prosecute with them the sd Nathan John
and Saber for the Lands &c demanded in the original Writ, and the same
Uriah being now three times publickly called to come here & prosecute as
aforesd doth not come but maketh default of appearance here — It is
therefore considered by the Court that the said Nathan John and Saber
may prosecute for their several Shares of the demanded premises with-
out the sd Uriah. Thereupon the sd Plts and y said Deft come and pray
that they may have a further day before the Lord the King here until
the Second Tuesday of November next ensuing the said last Tuesday
of August aforesaid and it is granted them

+ viz Brigham Rice & Warner

Nathan Brigham of Southborough in y County of Worcester Gent John Warren of Marlborough in y County of Middlesex Gent Uriah Eager of the same Marlborough Gent and Jabez Rice of the same Marlborough Husbandman Plaintiffs vs Jabez Dunham of Granville in y County of Hampshire yeoman Deft In a plea &c as at Large on Record of y Preceeding Term, And now the said Parties vizt the said Brigham Rice and Warren plaintiffs appear and they humbly move that Uriah Eager one of y Persons named as Pltf in the original Writ for whom the Writ of Summons was awarded at the Last Term of this Court for summoning him to appear here and prosecute if he should see fit with y Other Pltfs aforesaid the aforesaid Action against the said Dunham and who has been duly served therewith may now be called to come and prosecute with them the said Nathan John and Jabez for y Lands &c demanded in the Original Writ And the same Uriah being now three times publickly called to come here & prosecute as aforesd doth not come but makes default of appearance here Wherefore it is considered by y Court that y said Nathan John and Jabez may prosecute for their several Shares of the demanded premises without the said Uriah Thereupon the said Plaintiffs and y Deft come and pray that they may have a further day before the Lord the King here until the second Tuesday of November next Ensuing the said Last day of August aforesaid and it is granted them

Eager vs Bridgham & als vs Lord

Nathan Brigham of Southborough in y County of Worcester Gent John Warren of Marlborough in y County of Middlesex Gent Uriah Eager of the same Marlborough Gent and Jabez Rice of the same Marlborough Husbandman Plaintiffs vs Jabez Dunham of Granville in y County of Hampshire yeoman Deft In a plea &c as at Large on Record of y Preceeding Term, And now the said Parties vizt the said Brigham Rice and Warren plaintiffs appear and they humbly move that Uriah Eager one of y Persons named as Pltf in the original Writ for whom the Writ of Summons was awarded at the Last Term of this Court for summoning him to appear here and prosecute if he should see fit with y Plaintiffs aforesaid the aforesaid Action against the said Dunham ~~and he~~ having been duly served therewith may now be called to come & prosecute with them y Nathan Jabez and John for the Lands &c demanded in the Original Writ And the said Uriah being now three times publickly called to come here and prosecute as aforesd doth not appear but makes default of appearance here Wherefore it is considered by the Court that the said Nathan John and Jabez may prosecute for their Several Shares of y demanded premises without the said Uriah Thereupon y Pltfs and the Deft come and pray that they may have a further day before y Lord the King here until the second Tuesday of November next Ensuing the said Last day of August aforesaid It is granted them

Sidom vs Dunham

Jeremiah Hogeboom of Claverack in y County of Albany and Province of New York Gentn Pltf vs Charles Keyes of Sheffield in y County of Berkshire yeoman Deft in a plea &c as recorded at Large the preceeding Term, and now at this time y Jeremiah came here by David Ingersoll Esqr his Atty and y Deft being three times publickly called makes default of appearance her Therefore it is considered by y Court that y Jeremiah recover against y Charles forty three pounds 13/3 of lawfull money Debt and Cost of Court taxed at two pound Eighteen Shillings and Two pence and there of he may have his Execution

Hogeboom vs Keyes

Execn issued 3d Jan 1769

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Barber vt Walkins

John Barber of Westfield in the County of Hampshire yeoman Plt vs Henry Watkins Lately of Becket in y County of Berkshire yeoman Deft In Aplea of the Case as recorded at Large at y last Term and now at this time the said John Barber comes here by John Phelps Gentn his Attr and y Deft being three times publickly called to come into Court makes default of appearance here It is therefore considered by the Court that the said John recover against the said Henry twelve pounds 12/10 of Lawful money damages and Cost of Court taxed at two pound 5/2 & thereof Ex

Exeon iss 19th Sept 1760

Lyman vt Phelps

Gad Lyman of Northampton in the County of Hampshire Gentn Plt vs Joseph Phelps of Kittsfield in y County of Berkshire yeoman Deft in aplea of the Case as at Large on record of the preceding Term and now at this Time the said Gad being three time publickly called to come into Court and prosecute his Action is nonsuit & y said Joseph likewise defaulted and y Action dismissed

Terry vt Ely

Nathaniel Terry of Enfield in y County of Hampshire Esqr Attr Jocb Ely of Springfield in y County aforesd yeoman Deft In aplea of the Case as at Large on record of y preceding Term and now at this Term the said Nathaniel come here by Moses Bliss Gentn his Attr and y Deft being three times publickly called makes default of appearance in Court wch Therefore It is considered by the Court yt the said Nathaniel recover against the said Joel three pounds 6/0 of lawful mony damages and Cost of Court taxed at £1 10/1 & thereof Li

Excon Issued 24th Day of October 1760

Riddle Attr vt Blodget

Thomas Riddle yeoman & William Carpenter yeoman both of South Brimfield in y County of Hampshire Apltz vs Joseph Blodget of South Brimfield Gentn Apltz in aplea of Trespass as at Large on record of y preceding Term and now at this time y parties come here & humbly pray that y case may be further continued until y next Term and it is Granted them

Percy vt Fowler

Sylvanus Percy of Westfield in y County of Hampshire yeoman Plt vs Bildad Fowler of said Westfield yeoman Deft in aplea of Debt as at Large on record of the Last Term and now at this Term Sylvanus comes here by Moses Bliss Gentn his Attr and y Deft being three times publickly called to come here makes default of appearance It is therefore considered by y Court that y said Sylvanus recover against y said Bildad fifteen pounds 18/10½ of Lawful mony debt and Cost of Court taxed at one pound 12/0 & thereof Li

The said Bildad afterwards at this Time comes here by Jonathan Bliss Gentn his Attr and appeals from y judgment of this Court to the Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on y fourth Tuesday of September next Ensuing Who recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by s Recognizance on file appears

Miller vt Fowler

Heber Miller of Westmoreland in y Province of New Hampshire Physician Plt vs Bildad Fowler of Westfield in y County of Hampshire yeoman Deft in aplea &c as at Large on record of the Last Term and now at this Term the said parties come here and y referees to whom this Case was referred now report as follows viz: We do judge & award that y said Bildad Fowler do pay to the said Heber Miller the Sum of four pounds 2/8½ damages and the Cost of this Reference being one pound 4/6 and Costs of Court except the Travel at this Term viz at

August Term 1766 and we do also award that the said Heber shall not take out any Execution for the above Sum until next November Court Also we award that the said Bildad shall have y Liberty of collecting al the sums of mony due and payable from Jodl Ely to the said Heber on a judgment of this Court obtained August 1766 without being further chargeable or accountable to y said Heber therefor &c It is therefore considered by the Court that the said Heber recover against y Bildad four pounds 2/16/½ of lawful mony damages & Cost of Court Reference in y Whole taxed at £3 11 6½ & therefor &c

Execon is 10th Nov 1766

Pltf in Miller vs Fowler

William Williams of New Britain in y Bucks County in y Provinc of Pensylvania in America yeoman Pltf vs John Taylor of North Borough in y County of Worcester yeoman Deft In a plea &c as at large on record of the preceeding Term, and now at this Term y said William being three times publickly called to come into Court and prosecute his Action is Nonsuit and the said John likewise defaulted and y Action accordingly dismissed

Williams vs Taylor

Hezekiah Hale of Springfield in y County of Hampshire yeoman Pltf vs Samuel Cooley of s^d Springfield yeoman Deft in a plea of the case as at large on record of the last Term, and now at this Term the said Parties come here, & the referees to whom this case was referred report as follows Viz^t We do award and determine and accordingly beg leave to report that the said Samuel recover of the said Hezekiah his Costs of defending this Suit and the Costs of Reference being twenty nine Shillings It is therefore considered by the Court that the said Samuel recover against the said Hezekiah his costs of Court & in defending this Suit and costs of reference in the Whole Taxed at two pounds Ten Shilling & thereof &c

Hale vs Cooley

Oliver Partridge of Hatfield in y County of Hampshire Esq and Sheriff of the said County Pltf vs Eleanor Gunn of Great Barrington in the County of Berkshire Gentlewoman Adm^x of all the Goods Chattels & Lands of Stephen Gunn late of Great Barrington Gent^n Dec^d Deft in a plea of Debt as on record of the last Term and now y^d Oliver comes here by John Worthington Esq his Att^y and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the s^d Oliver have Execon for five Thousand & four pounds &/3 to go against y proper Goods of the Deft and for want thereof against her Body in due form of Law and for Costs taxed at three pounds 2/8 and thereof &c

Partridge Esq vs Gunn

Execon is 29th Sept 1766

Nathaniel Holcomb junr yeoman Nathaniel Hilyer yeoman & Danny Cogel yeoman all of Simsbury in y County of Hartford & Colony of Connecticutt Pltfs vs Gideon Lyman of Northampton in the County of Hampshire Esq Deft in a plea of Covenant broken as recorded at Large of the preceding Term, And now at this Term the said Parties come here by their respective Attornies Viz: the Pltfs by John Worthington Esq and the Deft by Joseph Hawley Esq And the Pltfs by their Att^y above named reply to the plea of the said Gideon in Bar pleaded at the last Term & say that by any thing before in pleading alledged they ought not to be precluded from having their Action against the said Gideon maintained because they say that John Hunt late of Boston merchant Dec^d died seized of the Lands & premises in their declaration mentioned in his demesne in fee from whom y^d Lands and premises &c said

Holcomb & al vs Lyman Esq

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Holcomb
Als vs
Lyman Et

Springfield descended & came to John Hunt his son Shrimpton Hunt
Thos Hunt & Elizabeth Wendell Children & Coheirs of the said John Hunt
Decd and that afterwards Viz on the fifth day of March A.D. 1754 at
Springfield the s.d Shrimpton Hunt Thomas Hunt & Elizabeth Wendell
by their deed of that date duly Executed conveyed to the s.d John Hunt
the son all their right and Interest in the same Lands to hold
the same to him & his Heirs in Fee by Virtue of which deed the s.d
John Hunt became seized of the same Lands & premises in
fee & afterwards Viz on the twenty ninth day of July A.D. 1754
at Springfield the said John Hunt by his deed of that date conveyed
the same Lands & premises to one Robert Breck of Springfield
to hold the same to him and his Heirs in fee simple, and after
wards viz: on the Seventeenth day of August A.D. 1754 the said
Robert being seized of the same in Fee by his Deed duly Executed &
recorded conveyed the same at.d Springfield to one David Stong
to hold to him and his Heirs in Fee the said David being seized
thereof in Fee afterwards viz on Twenty fourth day of May
A.D. 1759 at said Springfield by his deed of that date duly
Executed conveyed w.d same Lands & premises to one Jonathan
Buttolp to hold w.d same to him & his Heirs in fee by force
of which deed the said Jonathan became seized thereof in fee
and hath ever since continued seized thereof to this time
without that that the s.d John Hunt Shrimpton Hunt & Elizabeth
Wendell on w.d seventh day of March A.D. 1750 were seized
in fee of the same Lands in their own Right & without that
by their Deed to the s.d Gideon in his plea aforesaid mentioned
the said Gideon ever was seized of the same Lands and
without that that the s.d Gideon ever had any right to sell &
convey the same Lands to w.d Pltf all which w.d Pltf are ready
to prove Wherefore they pray judgment for their damages & Costs
And the said Gideon by his Attr aforesd viz: Joseph Hawley Esq
rejoins and as in his plea at w.d last Term said still says that
the said John, Shrimpton & Elizabeth on the twenty seventh
day of March 1750 were seized in Fee of w.d said Lands in their
own right & that by their deed to him w.d Gideon in w.d said
plea mentioned, he was seized of the same Lands & that he w.d said
Gideon had good right to sell w.d same to w.d Pltf & thereof puts him
self on w.d Country And the s.d Nath.ll Holcomb Nath.ll Gillet &
Lanny Cosset w.d Pltf by their Attr aforesd reserving Liberty to waive this
demurrer on w.d trial of w.d appeal & then to join w.d Issue tendered now says
that w.d Deft. plea aforesd in rejoinder pleaded is insufficient in Law &
that they are not holden to answer thereto Which they are ready to prove
Wherefore they pray judgment for their damages and Costs
And w.d Deft consenting to w.d Reservation aforesd says his plea aforesaid in
rejoinder pleaded is insufficient & thereof prays judgment for his damages & Costs
Thereupon w.d premises being seen & by w.d Court of w.d Lord & King now here fully
understood for pl.t it appeared to said Court pl.t w.d Deft plea above pleaded & w.d matters
therein contained are sufficient in Law to preclude w.d said Pltf from pro
ceeding in their said action against him w.d Gideon it is ~~therefore~~ con
sidered by the Court that w.d Pltf by their plea aforesd have nothing & is also
considered by w.d Court pl.t w.d said Deft recover against w.d Pltf his Costs in
defending this Suit brought against him Taxed at £ & therefore
The Pltf by their Attr aforesd pray appeal from w.d judgment of this Court to the Supreme
Court of Judicature to be holden at Springfield in and for w.d County of Hampshire
on w.d fourth Tuesday of September next Ensuing Who recognizes with Sureties
as the Law directs for their prosecuting w.d Appeal with Effect as by said
recognizance as on file appears

Bliss et Sandisfield Nov

John Bliss of Windsor in the County of Hartford and Colony of Connecticutt Clerke Pltt vs the Inhabitants of the Town of Sandisfield in the County of Berkshire Defts In apleu of the Case for that ye said Inhabitants of said Sandisfield at Springfield on ye first day of April last were justly indebted to said John in ye Sum of nineteen pounds Mo/ lawful mony according to ye Act annexed to ye Writ and in Consideration thereof ye Inhabitants promised said John to pay him ye same on demande &c And also for that whereas ye John Bliss on the first day of April last at Springfield had before that time preached ye Gospel and Laboured in ye Work of ye Ministry for and among said Inhabitants other twenty Sabbaths than those mentioned in ye Account annexed to ye Writ at their special Instance and request in Consideration thereof they promised the said John to pay him as much mony as he reasonably deserved to have on demand &c as in ye Writ

The Pltt appears by Moses Bliss Gent his Attr and ye Defts being three times publickly called to come into Court makes default of Appearance Therefore It is considered by the Court that ye said John recover against the said Inhabitants of Sandisfield nineteen pounds Mo/ of Lawful mony damages and Costs of Court Taxed at one pound 18/10 and thereof ye Lecon issued ye 23d Septr 1760

Dwight et Sherman Nov

Jonathan Dwight of Springfield in ye County of Hampshire yeoman Pltt vs Samuel Sherman of Ware in ye County of Hampshire yeoman Deft In apleu of Ejectment whereon ye said Jonathan demands of the said Samuel one Messuage with ye Appurtenances being ye said Samuels Home Stead lying & being in Ware aforesd whereon ye Sd now lives containing his ye Samuels dwelling house and one Hundred and Sixty Acres of Land being the Lott Number four consisting of one Hundred Acres originally granted to Joseph Brooks late of said Ware dec bounding as follows Beginning at a heap of Stones in Brookfield line as it formerly run about Ten Rods South of ye House wherein the said Joseph lived then running West Thirty degrees North one Hundred & fifteen Perch to a Stake and Stones then North one degree East forty Perch to a heap of Stones on a Rock then North twenty one degs East Sixty perch then North Twenty six degrees west Sixty Perch then East one degree thirty minutes, North Fifty Eight perch to a Stake and Stones then South twenty degrees East to a Stake and Stones then to an Oak Stake and Stones in said Brookfield Line then South two degrees West one hundred and Eighty five Perch in said Brookfield Line to ye first Station and one other Tract or Parcel of Land lying & being in Ware aforesd containing Sixty Acres & adjoining to ye aforesd Land bounded as follows Northwest corner Boundary being a White Oak Tree marked E with Stones by it and bounded north on ye Common Land Eastward on Ware River and Westwardly on ye Antient Line of sd Town of Brookfield making up in the whole one Hundred and Sixty Acres, Also one other Tract or Parcel of Land lying in Ware aforesaid containing Fifty Acres being one half part of ye first division of said Lott originally granted Isaac Magoon bounded on Thomas Marsh's Land at the north part Partly on sd Brookfield Antient Line and partly on Lyttles & Rutherfords Lotts so called beginning at a Stake and Stones in sd Brookfield Antient

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Dwight
vt
Sherman

Line thence Northwardly on said Line fifty three rods to ye Northwest
Corner of said Brookfield thence West in Marshs Country Grant
Line two Hundred & three Rods to a Stake and Stones thence to
fifteen degrees West forty four rods and a half rod to a Stake & Stones
thence East forty degrees South thirty nine rods to a small Black
oak Tree marked thence north thirty four Degrs East fifty two
rods and a half rod to a Stake & Stones about a rod South of said
Marshs Line then West parellel to s^d Line at ye Distance of one
rod Seventy two rods to a heap of Stones on a Rock thence South
Sixty rods to a Stadelle spotted thence South thirty five degrees
West twenty seven rods and a half rod to a Walnut Stadelle on the
Brow of a Hill thence East Eighteen degrees and a half North ninety
five Perch to the first Station with the appurtenances as his
right and Inheritance and whereon ye^d Jonathan says that
he the said Samuel Sherman heretofore to wit on ye Seventeenth
day of june in ye Sixth year of the Reign of Lord the now King being seized in fee of ye^d
demanded premises in fee simple by his deed Poll under
his hand and Seal whose date is ye day and year last above
duely acknowledged & registerd according to ye Laws of this
Province & in Court to be produced for and in Consideration
of the Sum of two Hundred pounds lawful money paid him
the said Saml by the said Jonathan baryained & sold ye said
demanded premises to him ye^d Jon^a & his as in ye Writ
The Def^t appears by Moses Bliss Gent^n his Att^y & Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that the said Jonathan recover
against ye^d Samuel two Hundred & twenty six pounds 13/6 of lawful money
to be paid within two months Otherwise that he recover ye^d messuage Land &
Debt & Cost of Court taxed at one pound 11/8 and thereof Execon

Exeon issued 31st October 1760

Fuller
vt
Chapin
No 2

Moses Fuller of Ashfield in ye County of Hampshire Gent^n pl^tf vt
Nathan Chapin of Ashfield aforesaid yeoman Deft in a plea of ye^d case
for that said Nathan at ye^d Ashfield on ye seventh day of November last
past by his note of that date for Value rec^d promised Moses
to pay him Eleven pounds lawful money by the fourteenth
day of May next after the date with Interest till paid &c as in ye^d Writ
The pl^tf appears by Moses Bliss Gent his Att^y & Deft being three times
publickly called makes default of appearance in Court
It is therefore considered by ye Court that the s^d Moses recover against
the said Nathan the sum of Eleven pounds 10/9 of lawful money
damages & Cost of Court taxed at two pounds 7/6 and thereof Ex

Dwight
vt
Sherman
No 4

Jonathan Dwight of Springfield in ye County of Hampshire yeoman
pl^tf vs Samuel Sherman of Ware in ye County aforesaid yeoman Deft
in a plea of the Case for that said Samuel at ye^d Springfield on the
Sixteenth day of june last past by his note of that date for Value
rec^d promised said Jonathan to pay him twelve pounds Lawful
money on demand with Interest &c as in the Writ The pl^tf appears
by Moses Bliss Gent^n his Att^y and ye^d Deft being three Times publickly
called makes default of Appearance in Court
It is therefore considered by the Court that ye^d Jonathan recover
against the s^d Samuel twelve pounds 3/3½ of lawful money damages
& Cost of Court taxed at one pound 11/4 and thereof Ex

Exeon Issued ye 23^d September 1760

Benjamin Leonard junr of Springfield in y County of Hampshire
yeoman pltf vs Leonard Chapin late of said Springfield yeoman Deft
in a plea of the Case for that Leonard at s[d] Springfield on y twenty third
day of April last past and y[e] s[d] Benjamin accounted together of and
concerning divers sums of money before that Time due & payable
by the s[d] Leonard to the said Benjamin & then in arrear & upon
such Account stated y[e] s[d] Leonard was then found to be in Arrear to y[e]
Benjamin in y Sum of Six pounds 13/3 1/2 & in consideration there
of said Leonard then promised s[d] Benjamin to pay him y same
on demand, & also for that s[d] Leonard at s[d] Springfield on the
twenty second day of june Instant was justly Indebted to said
Benjamin in the sum of 12/5 lawful mony according to the
Account annexed to the Writ & in consideration thereof s[d] Leonard
promised s[d] Benjamin to pay him y same on demand &c as in y Writ
The pltf appeard by Moses Bliss Gent[r] his Att[y] & y Deft being three time
publickly called makes default of appearance in Court
Therefore It is considered by y Court that y said Benjamin recover
against y s[d] Leonard Chapin y Sum of Seven pounds 16/8 1/2 of
lawful mony damages & Cost of Court taxed at one pound 9/9 & thereof &c

2[d] Leonard vs Chapin No 5

Exeon ibd 28[th] September 1768

Robert Breck of Northampton & George Breck of Springfield both in y
County of Hampshire Gentlemen pltfs vs Leonard Chapin late
of said Springfield yeoman Deft In a plea of the Case for that s[d]
Leonard at said Springfield on y twenty ninth day of February
last past by his note of that date for Value rec[d] promised said
Robert and George to pay them four pounds 11/3 1/2 lawful mony
on demand with Interest for y same till paid &c as in y Writ
The pltfs appear by Moses Bliss Gent[r] their Att[y] & the Deft being three
times publickly called makes default of appearance in Court
His therefore considered by the Court that y said Robert & George do
recover against the said Leonard four three pounds 3/7 1/4 of lawful mony
damages & Cost of Court taxed at one pound 13/10 & thereof &c

Breck &c vs Chapin No 6

Exeon ib[d] Sept[r] 23 1768

Jacob Gibbs of Greenwich in y County of Hampshire Gent Appt[ee]
Thomas Gibbs of said Greenwich yeoman Appe from y judgment
of Josiah Chauncy Esq[r] at a trial before him on y fourth day of
July Dom[i] 1768 at which Trial the said Thomas was pltf and the
said Jacob Deft In a plea of the Case for that said Jacob at Greenwich
on the first day of April last past owed the said Thomas 18/4 lawful
mony for Sundry Articles of Account according to y Act annexed
to the Writ and then and there in Consideration thereof promised
said Thomas to pay him said Sum on demand, Yet said Jacob
tho often requested hath never paid the same or any part thereof
But refuses to doit To y[e] damage of the said Thomas 30/0 The s[d]
Thomas appeared by Simeon Strong Gent[r] his Att[y] and y[e] s[d] Jacob
by Elisha Porter Gent[r] his Att[y] came & defended & for plea said he
never promised y[e] pltf in manner & form &c & thereof pray'd Trial by
said Justice and the said Thomas likewise — Thereupon the
Premises being seen by s[d] Justice, It was considered that y[e] Pltf
recover against the Deft y Sum of Seventeen Shillings & nine
pence damages & Cost of Suit taxed at one pound 16/1 Lr
And the said Jacob appealed from y judgment of said Justice to y
Inferiour Court of common pleas then next to be holden at Springfield
on the Last Tuesday of August

Gibbs Appt vs Gibbs No 7

And

Gibbs vs Gibbs

And the within named Parties now come here in their proper persons and refer the Case to ye final determination & award of Paul Mandell of Hardwich Gent^r^ Elijah Smith of Belchertown Gent^n^ & William Scott of Palmer Gent^n^ or any two of them Arbitrators indifferently Elected & named by the said Parties to be made upon the premises and returned into this Court so soon as may be and the said parties have a Day before the Lord ye King here until ye second Tuesday of November next Ensuing

Fowler vs Fowler

No 8

Daniel Fowler of Westfield in the County of Hampshire yeoman pl^tf^ Bildad Fowler of said Westfield yeoman Def^t^ In a plea of the Case for that whereas the said Bildad at said Westfield on the nineteenth day of December Anno^i^ 1764 received of one Martin Smith one promissory note in writing under hand of one Nathan Beldin of Wethersfield for the sum of Ten pounds payable in lum at mony price with Interest to receive the contents of the same note of said Beldin for the use of the Plantiff and to pay ye same to the pl^tf^ & the said Bildad in consideration thereof assumed on himself and to the pl^tf^ then and there promised to collect ye same contents of said note if it could be collected in a reasonable time and to pay the same when collected to ye pl^tf^ and y^t^ says that the said Contents of the said Note might well have been collected and that ye said Bildad hath had reasonable Time to collect the same Yet tho^ often requested the said Bildad hath never paid the same to the pl^tf^, And also for that the s^d^ Bildad at said Westfield on the last day of may last being justly indebted to the said Daniel the sum of other Ten pounds for so much by him the said Bildad before that Time had & rec^d^ of one Nathan Beldin to the use of the said Daniel he the said Bildad in Consideration thereof then and there promised said Daniel to pay him the same on demand and also for that the said Bildad at s^d^ Westfield on the twenty eighth day of August Anno^i^ 1764 by his other promissory note in writing under his Hand of that date for Value rec^d^ promised the pl^tf^ to pay him ye Value of three pounds lo^f^ in good Wheat or Pork or Beef on demand with Lawful Interest till paid Yet said Bildad tho^ often requested hath never fulfilled either of his said promises But unjustly neglects to do it tho^ ye pl^tf^ was always ready to receive the sum last aforesaid in Wheat Pork or Beef, And also for that ye said Bildad at said Westfield on the fifth day of May Anno^i^ Dom^i^ 1764 by his writing under his hand of that date requested the pl^tf^ to deliver to one Samuel Bancraft junr his the pl^tf^ Heifer Cow and he the said Bildad by the same writing promised the pl^tf^ if he would deliver his said Cow to said Bancraft he said Bildad would pay him three pounds on demand and the pl^tf^ says he then & there delivered his said Cow to said Bancraft of which the said Bildad then & there had notice Yet the said Bildad tho often requested hath never fulfilled either of his said promises But unjustly neglects to do it To the damage of the said Daniel the Sum of thirty pounds The pl^tf^ by John Worthington Esqr and ye Def^t^ in person come here & refer ye Case with all other demands in Law or in Equity subsisting between them to ye final determination & award of John Moseley Gent^n^ Stephen Fowler yeoman & George Phelps yeoman all of Westfield Arbitrators mutually chosen by ye Parties or any two them to be made upon ye premises Returned into this Court as soon as may be and this case with ye proceedings of ye Parties therein is continued until the next Term of this Court

Seth Dwight of Hatfield in y County of Hampshire Gentn and Mather Warren of the same Hatfield Husbandman Executors of the last Will and Testament of William Warren lately of Hatfield aforesd Husbandman decd ptts vs Moses Graves of Bills field in y County of Berkshire Gentn Deft in a plea of the Case wherein y said Seth and Mather complain that whereas the said Moses on y seventh day of June Dom 1749 at Hatfield aforesaid by his note for Value rec promised the said William then Living to pay to him one Hundred pounds old Tenor Bills pr meaning Bills of publick Credit of the old Tenor / worth as y ptt say's thirteen pounds p d of the Lawful money of this our Province of the Massachusetts Bay in New England on demand with y Lawful Interest thereof till paid, Nevertheless the said Moses tho often requested never paid the Contents of y s Note of y said Note to y said William in his life time nor in any manner contented or satisfied him for the same nor has he paid the Contents of the said Note to y Ptts or either of them nor in any manner contented them the same since y d Williams Death But the said Moses during the Life of the said William always neglected to pay him and ever since his death has neglected to pay the Ptts and still neglects to do it To the damage of the said Seth and Mather Thirty two pounds

The Ptts appear by Joseph Hawley Esq his Attorney Defts being three times publickly called makes default of appearance here It is therefore considered by the Court that the said Seth & Mather do recover against the said Moses y Sum of twenty Eight pounds 12/13¼ of Lawful mony damages and Cost of Court taxed at two pound o/d and thereof Li

The said Moses afterwards at this Time comes here by Simeon Strong Gentn his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next Ensuing Who recognizes with Sureties for the s d Moses's prosecuting the appeal with effect as the Law directs, as by s d Recognizance on file appears

Jonathan Mason of Boston in the County of Suffolk Merchant Plt vs Ebenezer Sheldon junr of Bernardston in y County of Hampshire Husbandman Deft in a plea of the Case for that whereas y d Ebenezer on the nineteenth day of April Anno 1760 at Deerfield in y County of Hampshire by his note for Value rec promised one Elijah Williams Esq to pay to him or his order Sixty four pounds 7/ Lawfull money on demand with Interest till paid & afterwards said Elijah on y Tenth day of May 1760 at Deerfield aforesaid by his Indorsment on said Note ordered the payment of the Contents of s d Note to be made to y said Jonathan of all which the said Ebenezer had notice and in Consideration thereof undertook & promised said Jonathan to pay him the Contents on demand &c as in the Writ

The ptt appears by Joseph Hawley Esq his Attorney and the Deft being three Times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Jonathan recover against the said Ebenezer Sixty five pounds 15/11½ of Lawful mony damages and Cost of Court Taxed at three pounds 2/8 and thereof Ex

Execon issued 5th Decem 1760

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Warrens Lr vs Graves

No 9

Mason vs Sheldon

No 10

D/S

Bridgham
als
Fowler

Nathan Brigham of Southborough in the County of Worcester
Genta Uriah Eager of Marlborough in ye County of Middlesex
Genta John Warren of ye same Marlborough Genta and Jabez
Rice of the said Marlborough Husbandman Pltfs or Bilad
Fowler of Westfield in the County of Hampshire yeoman Deft
In a plea wherein the said Brigham, Eagar, Warren & Rice
demand against the said Fowler the Lands & Tenements in
W. Granville in the said County of Hampshire with the appur
tenances included within the following Lines that is to
say the first Line begins at a White Oak Tree with Stones
about it standing in the Northeast Corner of a large Tract of
Land which Samuel Bowlee & Ezra Holcomb in ye Year of
our Lord 1735 conveyed to Nathan Brigham & others & runs West
erly about one Hundred & thirty six Rods to the Northeast corner of
a Tract of Land lately in ye posession of one Jabez Dunham
thence the next line runs Southerly about one Hundred & thirty
two Rods to the South East Corner of the same Tract of Land held
by the said Dunham part whereof is now conveyed to one Moses
Allen thence the next line runs Easterly about one Hundred &
ten Rods to the North East corner of a Tract of Land lately
in the posession of one Isaac Owen thence ye next line runs
Northerly about one Hundred & forty five Rods to the said
Oak Tree above mentioned being in Quantity about one Hundred
Acres as their right & Inheritance and into which ye s.d Bildad
has no Entry but by one Nathaniel Clark to whom one
Samuel Bowlee demised the s.d Lands & Tenements who
thereof unjustly & without judgment within thirty years last past
disseized the above named demandants and one Thomas Brigham
lately of Marlborough aforesaid Husbandman Dec.d in his Life Time
and whereupon the said demandants say that they together
with the said Thomas Brigham Dec.d in his Life Time within
thirty years last past were jointly as joint Tenants by equal
Shares seized of the said demanded Lands & Tenements with ye
appurtenances in the demean of the said demandants &
the said Thomas dec.d as of Fee & right in a time of Peace in ye
Time of the Reign of ~~our~~ his Majesty's Royal predecessor George the second of Great
Britain France & Ireland King & taking the Profits thereof to ye
Value of Ten pounds by the year since which & when they
were so as joint Tenants thereof seized the said demandants
say that the said Samuel Bowlee in the Life of the s.d Thomas
dec.d unlawfully without judgment and with force & Arms
Entered thereinto disseized the said demandants and ye said
Thomas dec.d after which disseizin ye said Bowlee demised
the said demanded premises to the s.d Nathaniel Clark who
afterwards demised ye same to the said Bildad Fowler who Entered
into ye same premises & held out & deforced the said demandant
and the said Dec.d thereof & afterwards the said Thomas Bridgham
died and ye above named demandants survived him & thereby the
right to ye whole of the said demanded Lands & Tenements with ye
appurtenances accrued to the s.d demandants & they became vested
therewith per jus accrescendi or right of Survivorship & ever since ye
Death of ye s.d Thomas ye s.d Bildad has held out & deforced ye s.d demandants
of all the said demanded Premises & still unjustly holds them out
To the damage of ye Nathan, Uriah, John & Jabez one Hundred pounds &
The Ptfs all Except Uriah Eager appear by Joseph Dawley Esq their Attor and
because ye s.d Uriah fails to come & prosecute with them they humbly pray that ad[illegible]
may be granted them &c summoning the said Uriah to appear at ye next Term &c
& it is granted thereon & the Case is continued until the next Term

ytt or Joseph Mitchel of Ashfield in the County aforesaid yeoman Deft
In a plea of Trespass on the Case for that said Joseph at Hatfield
aforesaid on the eighth day of May Anno D 1767 by his note for Value
Rec promised said Elisha to pay him four pounds lo/o on or
before y first day of August then next & if not then paid Lawfull
Interest for the same thence forward until paid & as in y Writ
The ytt appears by Joseph Hawley Esq his Attt & y Deft being three
times publickly called makes default of appearance in Court
It is therefore considereded by the Court that the said Elisha do
recover against y said Joseph Mitchel y sum of four pounds 13/0 1/2 of lawfull
mony damages & Cost of Court taxed at one pound 18/10 & thereof he
Execon is 10th Novr 1767

Dy
Mitchel
Dr

Peter Bicknell of Warren in the County of Bristol in the
Colony of Rhode Island Esq ytt vr Ebenezer Allen yeoman & John
Allen yeoman both of Rehoboth in y County of Bristol in the
Province of the Massachusetts Bay Executors of the Last Will &
Testament of Ebenezer Allen late of Warren aforesaid Esq Decd
Defts in a plea of Covenant broken for that said Ebenezer Allen
late of Warren aforesaid Esq died the first day of March in the
twenty sixth year of the Reign of his Majesty late Royal Grand Father King
George the second at Springfield made sealed & delivered to y ytt
his the said Ebenezers Deed Poll of that date in which among
other things it is Witnessed that the same Ebenezer in Consideration
give grant sell & convey to the ytt and his Heirs forever a certain
Tract of Land lying in Ashford in y County of Windham in y
Colony of Connecticutt lying near y west End of said Town &
by Estimation containing one Hundred Acres being y first Lott
in the second Draught there bounding as follows viz beginning
at a Poplar Tree # marked and running west one Hundred perch to
a heap of Stones from thence north one Hundred & Sixty Perch
to a Chesnut Tree marked Thence it runs East ~~to a Chesnut~~
~~Tree~~ one Hundred perch to a Black Oak Tree marked from
thence it runs south one Hundred & Sixty perch to y first
Bound, to have and to hold the same with y appurtenances
to the ytt and his Heirs to his and their own use in fee
Simple forever and in & by the same deed y Ebenezer
the Testator for himself his Executors & administrators
granted & covenanted with y ytt that before & until the
Ensealing of the same deed he was the True Sole & lawfull
owner of y said Granted & bargained premises and that he
was then lawfully seized & possessed of the same in his own
proper right as a good perfect absolute Estate of Inheritance
in fee simple & that he then had in himself good right
full power & lawful authority to grant & convey y same
to the ytt as aforesaid and that the said Peter the ytt his
Heirs & Assigns might from time to time & at all times
forever thereafter lawfully peaceably & quietly have hold use
possess and Enjoy the same with the appurtenances by Virtue
of that deed free & clear, freely & clearly acquitted & discharged
of all & all manner of other Gifts Grants bargains Sales
& Incumbrances whatsoever that might in any measure
or degree obstruct or make void that deed as by y same deed
in Court to be produced will appear, Now y ytt in fact says
that at the Time of the making and Ensealing of the sd

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Bicknell Esq vs Allens Exr

Deed the said Ebenezer the Testator was not of true & sole & lawful
owner of the whole of said granted & bargained premises &
that he was not then Lawfully seized & possessed of of same
in his own proper right as a good Estate of Inheritance in
Fee simple and that he the same Ebenezer had not then any
right power or Authority to grant & convey the same to Pltf
that the same was not free and acquited & discharged from
other Gifts & Grants, But that many years before the Time
of making the deed aforesaid the said Ebenezer of Testator among
other Lands adjoining thereto granted and conveyed to his
Son John Allen aforesaid thirty nine Acres and Eighty nine
rods of of Land aforesaid lying at the South west Corner thereof
which by sundry mean Conveyances came from said John to
one William Johnson who at of said Time of of Ebenezer making
said Deed to of Pltf was seized of the same in fee & so the said Pltf
could never legally enter upon the same thirty nine Acres and
Eighty nine rods of Land part of the premises granted to him
by said Ebenezer of Testator nor hath he ever been able to possess
himself thereof or to use and Enjoy of same by reason of of said
former Grant thereof by the said Testator and the Priority of
right thereto in said Johnson but is wholly defeated thereof & hath
finally lost the same and so the said Ebenezer of Testator hath
broken his Covenant aforesd and an Action accrues to the Pltf
against of Defts of Executors of the said last Will and Testament
of the said Ebenezer of Testator to recover against them his damage
aforesaid all which is to the damage of of Peter one Hundred
pounds —— The Pltf appears by John Worthington Esq his Atto
and the abovenamed Executors by Joseph Hawley Esq their Attr
comes & defend &c and say this Writ is bad and ought to be abated
because they say that it is not therein declared or averred what
the Value is of the thirty nine Acres and Eighty nine rods of
Land which the said Peter says was witnessed by the deed of of
abovenamed Testator to be sold to the said Peter and whereof the
said Peter says he has not been able to possess himself or ut
the same is of any Value at all which ought to have been
averrd which of Executors are ready to Verify and thereof they
pray judgment and that the said Writ may be abated
The Court the premises being regularly understood for that it appears that the Pltfs Writ is good &
It is therefore considered by the Court ~~that he have pleaded being~~
~~fully understood~~ that the above Writ of the said Peter ~~is good and~~
~~sufficient and therefore~~ does not abate
And the said Parties by their Attornies above named move that of
Case may be continued until the next Term & it is granted them

Farr 2d vs Meacham

Jonathan Farr of second of Chesterfield in of Province of New Hampshire
yeoman pltf vs William Meacham of Williamstown in of County
of Berkshire yeoman Deft in a plea of the Case for that said
William at Springfield on the Eighth day of August Instt by
his Note of that date for Value Rec promised one Josiah Washburn
to pay him or order Sixty three pounds lawful money on demand
with Interest till paid and afterwards viz on the first day of
march last past said Washburn by his Indorsement ordered of Contents
of said Note then wholly due and unpaid to be ~~made~~ paid to sd Farr of all
all which said Meacham instantly had notice and so became liable
to pay of same to sd Farr and being so liable sd Meacham promised sd Farr
to pay him the same on demand &c as in of Writ —— The Pltf appears by Daniel
Jones Esq his Attr & of Deft being three times publickly called makes default of
appearance here —— Therefore it is considered by of Court that of sd Farr recover against of
sd Meacham Sixty seven pounds of lawful money damages & cost of Court taxed at
£2.17.0 & thereof &c

Entered Oct 7th 1770

Jonathan Hunt of Hinsdale in y County of Cumberland
and Province of New York Gentleman ptff vs Caleb Dana of 28l
Cambridge in y County of Middlesex Farmer Deft in aplea Hunt
of the Edge for that said Caleb at Springfield on y thirteenth vs
day of May 1760 by his note of that date for Valued Dana
promised said Jonathan to pay him or order twelve pounds 15s
Lawful mony on demand &c as in the Writ
The ptff appears by Daniel Jones Esq his attr and y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by the Court that the s Jonathan recover
against y s Caleb Twelve pounds 2/4½ of lawful mony damages
and Cost of Court taxed at three pounds & there of &c
Execon ispued 7th Octo 1760

George Throop of a place commonly known & Called by y name
of Number one Equivelant in y County of Berkshire yeoman Throop
ptff vs Noah Phelps of Hebron in y County of Hartford and vs
Colony of Connecticutt yeoman Deft In aplea of the Phelps
Case for that the said Noah at Springfield on the twelfth
day of May 1760 by his note in writing under his hand 16
of that date for Value thereof promised the said George Throop
to pay to him the sum of Seventeen pounds 17/0 Lawful mony at or
before the first day of March then next Ensuing the date of s note
Yet the said Noah tho often thereto requested and altho the pay
day of said note is long since Elapsed hath not performed his s
promise But he wholly neglects and refuses to doit To the damage
of the said George Twenty pounds
The ptff appears by John Phelps Gent his attorney and y Deft
being three times publickly called makes default of appearance
It is Therefore considered by the Court that the s George recover against
the said Noah the sum of Seventeen pounds of Lawful money
damages & cost of Court taxed at two pounds & there of &c
The said Noah afterwards at this same Term comes here by Moses
Bliss Gent his attorney and appeals from y judgment of this
Court to y Superiour Court of Judicature to be holden at Spring
field in and for the County of Hampshire on y fourth
Tuesday of September next Ensuing Who recognizes with Sureties
as the Law directs for his prosecuting the appeal with
effect as by said recognizance on file it appears

Samuel Hains of Westfield in y County of Hampshire yeoman Hains
ptff vs Bildad Fowler of said Westfield yeoman Deft In aplea of y vs
Case for that the said Bildad on y thirteenth day of July last Fowler
past being justly indebted to y said Samuel in y Sum of Thirty V
nine pounds 17/7 lawful mony for diverse articles of Book Debt
there before that time sold & delivered by the said Samuel to y said
Bildad at his special instance & request & being so indebted y said
Bildad then and there in consideration thereof undertook and
faithfully promised said Samuel to pay him y same on demand
Yet y said Bildad tho often requested hath never paid y same or any
part But he unjustly neglects it To y damage of y s Samuel fifty
pounds ~ The ptff by John Phelps Gent his attr & y Deft in person come
here and refer y Case with all other demands in law or in Equity to y
final award & determination of Eldad Taylor Esq William Shepard Gent
& Noadiah Gillet yeoman all of Westfield afore said Arbitrators mutually
chosen by y said Parties or any two of them to be made upon y premises &
returned into this Court as soon as may and this Case with y proceedings
continued until y next Term of this Court

(Jc 92)

Loomis vs Lee

Seth Loomis of Westfield in the County of Hampshire yeoman pltt vs Timothy Lee of Granville in ye same County yeoman Deft. In aplea of the Case for that said Timothy at Westfield on the Eleventh day of June Anno 1767 by his note of that date for Value Rec promised said Seth to pay him four pounds in manner following viz: three pounds worth of White pine Boards suitable to cover a Barn at thirty shillings pr Thousand and deliver the same Boards at Ebenezer Seawards Mill in Granville on or before the first day of January then next and one pound in part of the same Note in a neat Creature at Cash price to be paid said Seth at or before the first day of January then next with Interest for ye Whole till paid &c as in ye Writ

The pltt appears by John Phelps Gentn his Attorney & ye Deft being three Times publickly called makes default of appearance in Court Therefore It is considered by the Court that the said Seth recover against the said Timothy four pounds 6/8 of lawful money damages and Cost of Court taxed at one pound 13/4 & thereof &c

Execon is 10th Nov 1767

Hatheway vs Summer

Simeon Hatheway of Suffield in the County of Hampshire Gentn pltt vs Samuel Summer of Springham Equivalent — Scaled between Blagdon and Springham in the County of Berkshire yeoman Deft in aplea of the Case for that said Samuel at Suffield on the fourteenth day of December A 1766 by his note of that date for Value Rec promised said Simeon to pay & deliver to him at his House in Suffield nine Hundred & fifty feet of Good Large Wooden Ware at or before the first day of March then next which ware ye pltt avers to be well worth nine pounds lawful mony &c as in ye Writ

The pltt appears by John Phelps Gentn his Attd & ye Deft being three times publickly called makes default of appearance in Court It is Therefore considered by the Court that the said Simeon recover against ye said Samuel Eight pounds of lawful mony damages and Cost of Court taxed at one pound 16/5 & thereof &c

Execon issd 13th Septembr 1768

Dewey vs Gillmore

Moses Dewey of Westfield in ye County of Hampshire Gentleman pltt vs David Gillmore yeoman & Thomas Kenedy yeoman both of Murrayfield in ye aforesaid County Defts in aplea of the Case for that said David & Thomas at Murrayfield on ye ninth day of June A 1768 by their note of that date for Value Rec promised ye pltt to pay him or order six pounds lawfull mony on Demand with Interest &c as in ye Writ

The pltt appears by John Phelps Gentn his Attd and ye Defts being three times publickly called make default of appearance in Court It is therefore considered by ye Court that ye said Moses recover against ye said David and Thomas ye sum of Six pounds 7/7 2 of lawful mony damages and Cost of Court taxed at one pound 15/4 & thereof &c

Execon issd 19th Septr 1768

Walker vs Easton

Samuel Walker of Westfield in ye County of Hampshire Physician pltt vs Ahimaaz Easton of said Westfield yeoman Deft in aplea of the Case for that said Ahimaaz at said Westfield on ye sixteenth day of June Anno 1768 by his note of that date for Value Rec promised said Samuel to pay him or order four pounds of 7 lawful money on demand with Interest till paid &c as in ye Writ

The pltt appears by John Phelps Gentn his Attd & Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Samuel recover against ye said Ahimaaz four pounds 1/0 of lawful money damages & Cost of Court taxed at one pound 11/6 & thereof &c

Execon issd 26th July 1769

James Taggart of Murrayfield in y County of Hampshire
yeoman pltf vs Sylvanus Percy of Westfield in said County yeoman
Deft in a plea of y Case for that said Sylvanus at said Westfield
on the tenth day of Aprill Anno dom 1764 by his note of that date
for Value then rec promised the said James to pay him the
of three pounds money upon demand Yet y said Sylvanus
tho often thereto requested hath not performed his Promise
But he wholly denys to do it To the damage of the said James
the Sum of Six pounds

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Taggart
vs
Percy

2 Bs

The above named parties viz: the said James by John Phelps Gent
his Attr and the said Sylvanus in his proper person come
here and refer the Case to the final determination and award
of John Mosely Gent Samuel Mather Physician and Daniel
Mosely yeoman all of Westfield aforesaid or any two of them
Arbitrators mutually Elected by the said parties to be made
upon y premises and returned into this Court so soon as
may and the said parties have a day before the Lord y King
here until y second Tuesday of November next Ensuing

John Mosley of Westfield in y County of Hampshire Gent pltf vs
Nathaniel Kingsley of Becket in y County of Berkshire
Gent Deft In a plea of the Case for that said Nathaniel at
Westfield on y twenty eighth day of July Anno 1764 by his
note of that date for Value rec promised said John to pay
him or order three pounds 10/ Bon demand wth Interest &c as in y Writ
The pltf appears by John Phelps Gent his Attr & y Deft being three
times publickly called to come into Crt makes default of appearance
It is therefore considered by y Court that y said John do recover
against y said Nathll y sum of four pounds 17/ 3½ of lawful mony
damages and Cost of Court taxed at one pound 13/0 & thereof Exn
Exon is pd 20th Sept 1765

Mosley
vt
Kingsley
2 Bs

Eleazer Pomeroy of Northfield in y County of Hampshire
yeoman and a Deputy Sheriff under Oliver Partridge Esq Sheriff
of our County aforesaid pltf vs John Chambers of Bernardston in
the County aforesaid yeoman Deft In a plea of the Case pertinent
whereon he demands against y said John two Tracts or parcells
of Land containing seventy two acres with y appurtenances both
lying in Bernardston aforesaid the one of which is fifty acres of
Land laid out there to satisfy y Draught Number one Hundred
and Eighteen in y third Division of Lands in said Bernardston to ge
ther with two acres added to the same for roads by Courses & Distances
and is described as follows beginning at y North East Corner of
Lott Number twenty seven in y first division there & from
thence running forty Rod thence running South one hundred thirty
seven rods and an half rod thence west Eighty nine rods to y Line
of Lott one Hundred & twenty in y third division there thence
North fifty seven rods and an half rod on y same Line thence East
forty nine rods on the Line of Lott Number twenty seven aforesd
thence noth on the East End of said Lott Number twenty seven
Eighty rods and Closes The other is twenty acres of Land part of
the Lott Number twenty seven in y first division of Lands in
Bernardston aforesaid and is described by Courses & Distances as
follows beginning at y South East Corner of the same Lott &

Pomeroy
vt
Chambers

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Pomeroy vt Chambers

From thence running West forty eight Rods and an half Rod thence north twenty three degrees East Eighty three Rods thence East thirty one Rods and an half Rod to the North East corner of said Lott Number twenty seven from thence South Eighty Rods and Closes and whereon said Eleazer says that he within twenty years last past in a time of peace was seized of the s^d two Tracts or parcels of Land afores^d with ye appurtenances in his demesne as of Fee taking the profits thereof to ye Value of two pounds a year since which the said John Illegally and without judgment entred thereon and Disseized the said Eleazer the s^d ptt thereof and unjustly holds him out to the damage of the said Eleazer the Sum of twenty five pounds The abovenamed parties come here and humbly pray that this Case may be continued until ye Next Term It is there upon considered by ye Court that ye Case be continued & the said parties have a farther day before the Lord ye King in this Court here until ye second Tuesday of November next

Hatheway Junior vt Bagg

Jacob Hatheway junior of Suffield in ye County of Hampshire yeoman ptt vs Moses Bagg of Springfield in said County yeoman Deft In a plea of the Case for that said Moses at said Springfield on the last day of May last past being justly ind^d to the ptt the sum of Eighteen pounds for Iron by the said Jacob before that Time sold & delivered to s^d Moses at his speial Instance and request he the said Moses in Consideration thereof then and there promised said Jacob to pay him ye same sum on demand, Yet said Moses tho often requested hath never paid the same but unjustly neglects it To the damage of the said Jacob the sum of Twenty five pounds
The above named Jacob and Moses come here in their proper persons and agree to refer this Case to ye final determination & award of Elder Taylor Esq of Westfield Josiah Bissel of Windsor Esq and Benjamin Day of Springfield aforesaid Gentleman or any two of them Arbitrators mutually Elected and named by the said Parties to be made upon ye premises & returned into this Court so soon as may be and ye the said parties have a Day Le until ye second Tuesday of November next Ensuing

Frayne & al^x vt Jarrand

Francis Frayner of Hadley in ye County of Hampshire yeoman & Mary his wife late Mary Clark of s^d Hadley ptts vs Benoni Jarrand of Sunderland in ye County afores^d yeoman Deft In a plea of the Case for that said Benoni at said Hadley on ye thirteenth day of June last past by his note of that date for Value rec^d promised ye said Mary then feme Sole by ye name of Mary Clark to pay her two pounds l^o lawful mony by ye thirteenth day of August then next with Interest till paid Le as in ye Writ The ptts appear by Elisha Porter Gent their Attr and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Frances and Mary do recover against the said Benoni the Sum of two pounds Eleven shillings & two farthings of lawful money damages and Cost of Court taxed at one pound 7 p^ts 2 thereof Le Execon ispued September 9th 1768

Moses Warner of Amherst in y County of Hampshire yeoman
pltf vs Joel Botsfield late of Hadley in said County yeoman Deft
In aplea of the Case for that said Joel at said Amherst on the
nineteenth day of April last past by his note of that date
for Value Rec'd promised said Moses to pay him fifty Eight
Gallons of good West India Rum to be delivered at Jonathan
Warners at Hadley aforesd by the tenth day of May thenext
And also for that said Joel at said Amherst on y twentieth day
of April last past past being justly indebted to y'd Moses
in the sum of 6/0 for sundry Articles of Book Acct according
to the Account annexed to y Writ he the said Joel in Consideration
thereof promised said Moses to pay him y'd sum on demand
&c as in the Writ — The pltf appears by Elisha Porter Gent his
his Attorney and y Deft being three times publickly called
to come into Court makes default of appearance here
His therefore considered by the Court that the s'd Moses recover
against y'd Joel ten pounds 19/4 of lawful money damages
and Cost of Court taxed at one pound 7/10 & there of &c
Execon issued Septr 29th 1766

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Warner
vs
Botsfield
Dr

Elijah Arms of Deerfield in y County of Hampshire yeoman
pltf vs Ebenezer Smead late of Greenfield in said County yeoman
Deft in aplea of the Case for that said Ebenezer at said Deerfield
on the first day of May Domi 1765 by his note of that date
for Value received promised said Elijah to pay him fourteen
pounds 0/0 lawful mony on demand with Interest &c as in y Writ
The pltf appears by Elisha Porter Gent his Attz y Deft being three
times publickly called makes default of appearance here
Therefore it is considered by the Court that the said Elijah
recover against y'd Ebenezer twelve pounds 7/10 of lawful mony
damages & cost of Court taxed at two pounds 2/11 & there of &c
Execon issd 12th Novr 1765

Arms
vs
Smead
2d

Jonathan Warner of Hadley in y County of Hampshire Trader
pltf vs Silas Hamilton of Deerfield in said County yeoman Deft
In aplea of the Case for that said Silas at s'd Hadley on the first
day of January last past being justly indebted to said Jon'a in
the sum of seven pounds 19/3 3/4 lawful for sundry Goods Wares
and Merchandize before that Time sold & delivered said Silas at
his special Instance & request and being so indebted said Silas
in consideration thereof promised said Jon'a to pay him the
same on demand &c as in y' Writ — The pltf appears by
Elisha Porter Gent his Att'y and y'd Silas being three times pub
lickly called makes default of appearance in Court
It is therefore considered by the Court that y'd said Jonathan recover
against the said Silas seven pounds 19/3 3/4 of lawful money
damages and Cost of Court taxed at one pound 16/0 & there of &c
Execon is 12th Sept 1766

Warner
vs
Hamilton
2d

Jonathan Warner of Hadley in y County of Hampshire Trader pltf vs Aaron
Goodrich of s'd Hadley yeoman Deft in aplea of y Case for that said Aaron
at s'd Hadley on y Eleventh day of August 1766 by his note of that date for Value
Rec'd promised s'd Jonathan to pay him three pounds 16/9 3/4 on demand with
Interest &c as in y Writ, The pltf appears by Elisha Porter Gent his Att'y and y Deft being
three times publickly called makes default of appearance in Court, Therefore it is
considered by y Court that y'd said Jon'a recover against y'd Aaron four pounds 6/3
3 lawful mony damages & Cost of Court taxed at one pound 7/6 & there of &c
Execon is 18th Sept 1768

Allen
vs
Goodrich
3d

(286) Jonathan Warner of Hadley in the County of Hampshire Trader pltf vs Robert Abercrombie of Pelham in said County Clerk deft
Warner in a plea of the Case for that said Robert at said Hadley on the
vs first day of January last past being justly indebted to said
Abercrombie Jonathan in y sum of four pounds 0/11½ lawful mony to
& ballance acct according to y Acct annexed to the Writ he y said
Robert in consideration thereof promised said Jonathan to
pay him the same on demand &c as in the Writ
The pltf appears by Elisha Porter Esqr his Attr & y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Jonathan recover
against y said Robert four pounds 0/11½ of lawful money
damages & cost of Court taxed at one pound 0/12 & thereof &c
Execon is 12th Septr 1769

Warner Jonathan Warner of Hadley in y County of Hampshire Trader pltf vs
vs Noah Smith of said Hadley yeoman Deft in a plea of the Case for
Smith that said Noah at said Hadley on y first day of August currant
being justly indebted to y said Jonathan in the sum of Eleven
pounds lawful mony to ballance Acct according to the Account
annexed to the Writ he the said Noah then & there in consideration
thereof promised said Jonathan to pay y same sum on demand
yet said Noah tho often requested has never performed his said
promise But neglects it To the damage of y said Jonathan the
Sum of fifteen pounds — The pltf appears by Elisha Porter
Esqr his Attr and forasmuch as it appears to the Court that the
said Noah is now out of the Province It is considered that the y
Case be continued until y Next Term

Williams Ebenezer Williams of Pomfrett in y County of Windham in the
Esq vs Colony of Connecticutt Esq pltf vs Samuel Lawrence late of Worcester in
Lawrence the County of Worcester yeoman Deft in a plea of the Case for that
said Samuel at Springfield on y Eighteenth day of February A D 1763
by his note of that date for Value rec promised the said Ebenezer
to pay him five pounds lawful mony on demand with interest
till paid &c as in the Writ — The pltf appears by Elisha Porter
Esqr his Attr and the Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by the
Court that the said Ebenezer recover against y said Samuel seven
pounds 3/9 of lawful money damages and Cost of Court taxed at
two pounds 0/2 and thereof he may have his Execon Execon is 12th Septr 1769

Porter Esq Eleazer Porter of Hadley in y County of Hampshire Esquire pltf vs
vs Matthew Clark late of Greenfield in y said County yeoman Deft
Clark In a plea of the Case for that said Matthew at s Hadley on the
seventeenth day of August last past by his note of that date
for Value rec promised y said Eleazer to pay him or his order
seven pounds 0/1 lawful mony on demand with interest &c as in y Writ
The pltf appears by Elisha Porter Esqr his Attr & y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Eleazer recover against
the said Matthew seven pounds 14/2½ of lawful money damages
and Cost of Court taxed at one pound 19/10 & thereof &c
Execon is 18th July 1769

Porter Sarah Porter of Hadley in the County of Hampshire Gentlewoman
vs pltf vs Samuel Sherman of Ware in y said County yeoman Deft
Sherman in a plea of the Case for that said Samuel at said Ware on the thirteenth

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for Value rec'd promised said Sarah to pay her seven pounds Porter
lawful money within one year from the date of said Note vt
with interest after y Time of payment till paid &c as in y Writ Sherman
The pltt appears by Elisha Porter Gent his Attr and y Deft being
three times publickly called makes default of appearance and
It is therefore considered by y Court that y said Sarah recover
against y said Samuel Seven pounds 3/3 of lawful mony
damages & cost of Court taxed at one pound 16/10 2 thereof &c
Execon is 12th Sept 1768

Joseph Lock of Shutesbury in y County of Hampshire Lock
yeoman pltt vs Jonas Lock of said Shutesbury yeoman Deft vt
in a plea of the Case for that said Jonas at Springfield on Lock
the first day of June last past being justly indebted to the 36
said Joseph in y Sum of ~~three~~ seven pounds 3/d for sundry
Articles of Book Debt according to the Account annexed to y Writ
he the said Jonas then and there in consideration thereof promised
said Joseph to pay him the same Sum on demand and yet y said
Jonas tho often requested hath never performed his said promise
But neglects it To y damage of y said Joseph Nine pounds
The abovenamed parties come here And it ordered by y Court
that the Case be continued until y next Term and y said parties
have a further day before the Lord the King in this Court here
until y second Tuesday of November next Ensuing

Jonathan Warner of Hadley in y County of Hampshire Trader Warner
pltt vs Matthew Clark of Greenfield in said County yeoman vt
Deft in a plea of the Case for that said Matthew at said Clark
Hadley on y fourth day of November Anno 1766 by his 37
Note of that date for Value rec'd promised y said Jonathan
to pay him two pounds 1/4 lawful money by y first
day of August then next with interest &c as in the Writ
The pltt appears by Elisha Porter Gent his Attr and y Deft being
three times publickly called makes default of appearance here
It is therefore considered by y Court that y said Jonathan
recover against y said Matthew two pounds 11/7½ of lawful
money damages & Cost of Court taxed at one pound 19/10 & thereof &c
Execon is 12th September 1766

Jonathan Warner of Hadley in y County of Hampshire Idem
Trader pltt vs Daniel Baker late of Montague in y County vt
aforesaid yeoman Deft in a plea of the Case for that said Baker
Daniel at said Hadley on y thirteenth day of May A 1767 38
by his note of that date for Value rec'd promised the said
Jonathan to pay him seven pounds 1/4 lawful money
on demand with y Lawful interest thereof until paid &c
The pltt appears by Elisha Porter Gent his Attr and y Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by y Court that y said Jonathan recover
against y said Daniel seven pounds 12/5 of lawful mony damages
and Cost of Court taxed at one pound 18/8 and thereof &c
Execon is 12th Sept 1766

(22)

Russell
vt
Shaw
41

Daniel Russell of Brimfield in y County of Hampshire yeoman
pltf vs Samuel Shaw of said Brimfield yeoman Deft
in aplea of the Case for that said Samuel at s.d Brimfield
on y Eighteenth day of July Anno 1765 by his note of that
date of that date for Value rec.d promised s.d Daniel to pay
him or order four pounds lawful money at or before y first
day of May then next with Interest &c as in the Writ
The pltf appears by Timothy Danielson Gent his Attr.y & Deft being
three times publickly called makes Default & appearance in Court
It is therefore considered by y Court that the said Daniel recover
against y said Samuel four pounds 3/4 of lawful money damages
and Cost of Court taxed at one pound 10/2 and there of &c
Execon is 29th Sept.r 1766

Webber
vt
Weld
42

William Webber of Brimfield in y County of Hampshire yeoman pltf vs
Joshua Weld of Sturbridge in y County of Worcester yeoman Deft in
aplea of the Case for that said Joshua at said Brimfield on the ninth
day of April Anno 1766 by his note of that date for Value rec.d
promised said William to pay him five pounds &c as in y Writ
The said William now being three times publickly called to come
into and prosecute his said Action is Nonsuit and the Deft
likewise defaulted and the Action accordingly dismissed

Moffat
vt
Smith
43

Daniel Moffat of Brimfield in y County of Hampshire yeoman
pltf vs Gad Smith of said Brimfield yeoman Deft in aplea of
the Case for that said Gad at said Brimfield on the fourth
day of September Anno 1765 by his note of that date for
Value rec.d promised said Daniel to pay him two pounds 3/4
within six months from y Date with Interest &c as in y Writ
The pltf appears by Timothy Danielson Gent his Attr.y & Deft being
three times publickly called makes default of appearance here
His therefore considered by y Court that the said Daniel recover
against the said Gad of lawful money
damages and Cost of Court taxed at one pound 11/0 & thereof &c

Morley
vt
Hill
44

Daniel Morley of Westfield in y County of Hampshire yeoman
pltf vs Asa Hill living on a tract of Land lying between Hartwood & Hillsfield
in y County of Berkshire yeoman Deft in aplea of the Case for that
said Asa at said Westfield on y twenty seventh day of February 1763
by his note of that date for Value rec.d promised s.d Daniel to pay
him five pounds 14/11 within three months from y date of said
Note with interest till paid &c as in y Writ — The pltf appears
by John Phelps Gent.n his Attr and y Deft being three times pub
lickly called makes default of appearance in Court. It is
therefore considered by the Court that y said Daniel recover
against the said Asa six pounds 19/11½ of lawful money
damages and Cost of Court taxed at one pound 16/6½ thereof &c
Execon is.d 19th Sept.r 1766

Emerson
vt
Hall
45

Elihu Emerson of Westfield in y County of Hampshire yeoman
pltf vs Ebenezer Hall of New Marlborough in y County of
Berkshire yeoman Deft in aplea of the Case for that said Ebenr
at said Westfield on y twenty fifth day of June Anno 1765 by his
note of that date for Value rec.d promised y said Elihu to pay him
or order four pounds four shillings and four pence within six
months

Month from y Date of said note either in neat Cattle good Bar (2dly)
Iron or in English Grain at ready money price and to deliver y
same to said Elihu at his dwelling house in Westfield with the Emerson
lawful interest till paid &c as in the Writ The pltt appears vs
by John Phelps Gentn his Attr and y Deft being three times put Hall
lickly called makes default of appearance in Court
Therefore it is considered by the Court that y Pl Elihu recover
against y Def Ebenezer four pounds 7/6 of Lawful Mony damages
and Cost of Court taxed at one pound 18/2 and thereof &c
Execn is 13th Sept 1765

John Mosely of Westfield in y County of Hampshire Gentn Mosely
pltt vs Samuel Hare of said Westfield yeoman Deft In a plea vs
of the case for that said Samuel at said Westfield on y last Hare
day of June last past being indebted to y said John in y Sum
of nine pounds L M lawful money to ballance Accts for diverse 46
Articles of Book Acct there before that time sold and delivered
by the said John to the said Samuel at his special Instance
and request and being so indebted he the said Samuel in
consideration thereof then and there promised said John
to pay him said Sum of nine pounds L M on demand
Yet the said Samuel tho often thereto requested hath not per
formed his said Promise But he unjustly neglects it To the
damage of the said John nine pounds 19/0
The parties in person come here and refer the Case with all
other demands at Law or in Equity to the final determination
and award of Eldad Taylor Esq John Phelps Gentn and Samuel
Noble yeoman all of Westfield aforesaid Arbitrators mutually
chosen by the said Parties for any two of them to be made
upon the premises and returned into this Court as soon
as may be and y Case with the proceedings therein is
continued until the next Term of the Court

Deborah Loomis of Westfield in y County of Hampshire Spinstress Loomis
pltt vs Jesse Sackett of said Westfield yeoman Deft In a plea of the vs
Case for that said Jesse at said Westfield on y twenty second day of Sackett
April A Dom 1765 by his note of that date for Value rec promised 47
said Deborah to pay her three pounds 7/0 Lawful money within
two years from y Date of said Note with interest &c as in y Writ
The pltt appears by John Phelps Gentn her Attr and y Deft being three
times publickly called makes default of appearance in Court
His therefore considered by y Court that the said Deborah recover
against y said Jesse y Sum of four pounds 12/5½ of lawful mony
damages and cost of Court taxed at one pound 12/0 & thereof &c
Execn is 19th Sept 1765

John Mosely of Westfield in y County of Hampshire Gentn pltt vs Moses Mosely
Dewey of said Westfield Gentn Deft in a plea of the Case for that s Moses vs
at s Westfield on y Eleventh day of August A Dom 1765 by his note of Dewey
that date for Value rec promised said John to pay him or order Seven 46
pounds L M upon demand with Interest &c And also for that s Moses
at s Westfield on y last day of june last being indebted to y Pl in y
Sum of 7/6 for divers Articles of Book Acct before y Time sold and
by said John to said Moses & in consideration thereof promised John
to pay him y Same on demand &c as in y Writ The pltt appears by
John Phelps Gentn his Attr and y Deft being three times publickly called
makes default of appearance here, It is therefore considered by y Court
that the said John recover against y said Moses two pounds 3/6½ of lawful
mony damages & cost of Court taxed at one pound 11/2 and thereof &c
Execn is 28th Sept 1765

(290)

Dickinson vs Owen

Obadiah Dickinson of Hatfield in y County of Hampshire Gent Pltf vs Samuel Owen of Ware in said County yeoman Deft in a plea of the Case for that said Samuel at Springfield on y twenty third day of August A D 1766 by his note of that date of that date for Value rec promised said Obadiah to pay him or his order two pounds lawful money on demand with Interest &c as in y Writ

54

The pltf appears by Thomas Bridgman his Attorney & y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said Obadiah recover against said Samuel three pounds 6/11½ of lawful mony Damages and Cost of Court taxed at one pound 17/10 & thereof he may have his Exon

Exon is 4th Oct 1766

Obadiah Dickinson of Hatfield in y County of Hampshire Gent pltf vs Isaac Walker of Chesterfield in y said County yeoman Deft in a plea of the Case for that said Isaac at Hatfield on y twenty third day of June A D 1767 by his note of that date for Value rec promised said Obadiah to pay him or his order two pounds 2/6 lawful mony on demand with Interest &c as in y Writ

Idem vs Walker

52

The pltf appears by Thomas Bridgman Gent his Attorney & y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that y said Obadiah do recover against the said Isaac two pounds 11/11 of lawful mony damages & Cost of Court taxed at one pound 18/8 & thereof he may have Exon

Exon is 5th September 1768

Obadiah Dickinson of Hatfield in y County of Hampshire Gent pltf vs Joseph Lock of Shutesbury in y said County yeoman Deft in a plea of the Case for that said Joseph at Springfield on y first day of August A D 1767 by his note of that date for Value rec promised said Obadiah to pay him two pounds 17/0 on demand with Interest &c as in y Writ

Idem vs Lock

53

The pltf appears by Thomas Bridgman Gent his Attorney & y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that the said Obadiah recover against y said Joseph three pounds 0/11½ of lawful mony damages and Cost of Court taxed at one pound 18/8 and thereof he

Exon is 12th September 1768

Jonas Rice of Conway in y County of Hampshire yeoman Pltf vs Daniel Kinsman of Rutland district in y County of Worcester Joiner Deft in a plea of the Case for that said Daniel at Springfield on the Eleventh day of September A D 1767 by his note for Value rec promised said Jonas to pay him forty six pounds 13/4 by y first tenth day of may next ensuing y Date of s d Note &c as in y Writ

Rice vs Kinsman

54

The pltf appears by Joseph Hawley Esq his Attorney and y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y said Jonas recover against y said Daniel fourteen pounds 13/4 of lawful money damages & Cost of Court taxed at two pounds 2/7 & thereof &c

Exon is 9th December 1768

Thomas Dickinson of Deerfield in y County of Hampshire yeoman pltf vs Joseph Catlin of Conway in said County yeoman Deft in a plea of y Case for that said Joseph at s d Deerfield on y twelfth day of September A D 1767 by his note of that date for Value rec promised said Thomas to pay him four pounds 0/0 Lawful mony on demand with Interest &c as in y Writ

Dickinson vs Catlin

55

The pltf appears by Joseph Hawley Esq his Attorney & y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that the said Thomas recover against the said Joseph five pounds 7/2½ of lawful mony damages and Cost of Court taxed at two pounds 2/1 and thereof he may have his Execution

Joseph Billings of Hatfield in the County of Hampshire Gent
pltf vs Samuel Wells of Conway in said County yeoman Deft
in aplea of the Case for that said Samuel at Hatfield aforesaid
on the fourteenth day of march Anno Domini 1762 by
his note for Value rec promised said Joseph to pay him two
pounds 1/st on demand with lawful Interest &c as in the Writ
The pltf appears by Joseph Hawley Esq his Attr and ydeft being
three times publickly called makes default of appearance &c
It is therefore considered by the Court that the said Joseph
recover against the said Samuel four pounds 15/7½ lawful
money damages & cost of Court taxed at one pound 16/8 & thereof &c
Excon is 6th Decr 1762

Billings vs Wells 57

Joseph Billings of Hatfield in yCounty of Hampshire Gent
pltf vs Ebenezer Belding of Ashfield in said County yeoman Deft
in aplea of the Case for that the said Ebenezer render to yd said
Joseph Sixty pounds which to him he owes and from him
unjustly detains and whereon the said Ebenezer Joseph says that yd
Ebenezer at yd Hatfield on yfifteenth day of July Dom 1762 by
his certain writing in Court to be produced bound himself in
the sum of Sixty pounds to be paid said Joseph on demand &c
The pltf appears by Joseph Hawley Esq his Attr and ydeft being three
times publickly called makes default of appearance in Court
It is therefore considered by yCourt that yd Joseph recover against yd
said Ebenezer the sum of twenty nine 12/9¼ of lawful money Debt
and Cost of Court taxed at one pound 18/10 and thereof &c
Excon is 5th December 1762

Idem vs Belding 57

Henry Leddel of Boston in the County of Suffolk Merchant
pltf vs Samuel Hastings late of Bernardston in yCounty of
Hampshire yeoman Deft In a plea of Tresspass on yCase whereon
yd said Henry complains for that whereas yd said Samuel on yseventh
day of April last at Springfield made his certain promissory
note for Value rec & promised to pay to Elijah Williams or order
Eleven pounds 13/10½ on demand with interest and whereas
yd said Elijah afterwards on yd same day by Indorsment ordered
ordered yContents of said note then wholly unpaid to be paid
to the said Henry whereof the said Samuel on yd same day had
notice and so became liable to pay the contents of said note
then to said Henry according to the Tenor of said note and
in consideration thereof promised said Henry to pay yd said
Contents according to yd Tenor thereof &c as in the Writ
The pltf appears by Joseph Hawley Esq his Attr and yDeft being three
times publickly called makes default of appearance in Court
Therefore it is considered by the Court that yd said Henry
recover against yd said Samuel Eleven pounds 13/3½ lawful
mony Damages & Cost of Court taxed at three pound 2/6 & thereof &c
Excon is 5th Decr 1762

Leddel vs Hastings 58

Henry Leddel of Boston in the County of Suffolk Merchant
pltf vs Joel Chapin of Bernardston in yCounty of Hampshire
yeoman Deft in aplea of Tresspass on yCase whereon the said
Henry Complains for that whereas the said Joel on yEleventh
day of April last at Springfield made his certain promisory
note of that date for Value rec promised to pay to Elijah Williams
or order Eleven pounds 11/3 lawful mony on demand with Interest
and whereas afterwards to wit on yd same day by Indorsment ordered
the contents of said Note then wholly due to be paid to the said
Henry

Idem vs Chapin 59

292
Leddel
vt
Chapin

Henry or his order where of the said Joel on ye same day had notice and so became liable to pay ye whole contents to ye said Henry and being soliable ye said Joel in consideration thereof promised the sd Henry to pay him ye Contents of said Note according to the Tenor thereof &c as in the Writ — The pltf appears by Joseph Hawley Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court yt ye sd Henry recover against ye said Joel nine pounds 5s 3¾ of lawful mony damages and Cost of Court taxed at three pounds 2s 2d

Wells
vt
Callin

Abigail Wells of Northampton in the County of Hampshire Gentlewoman pltf vr Jonathan Catlin yeoman and Daniel Nash Blacksmith both of Greenfield in ye aforesaid County Defts in a plea that the said Jonathan and Daniel render to her the said Abigail Eighty pounds lawfull money which to her they owe and unjustly detain for that whereas the said Jona & Daniel on ye Eleventh day of March A D 1763 at Deerfield by their certain writing bound themselves to the said Abigail in ye aforesaid Eighty pounds to be paid to ye said Abigail on demand &c as in the Writ
The pltf appears by Joseph Hawley Esq her Attr and ye Defts being three times publickly called make default of appearance in Court It is therefore considered by the Court that ye said Abigail recover against the said Jonathan and Daniel thirty nine pounds 17s of lawfull mony Debt and Cost of Court taxed at one pound 15s 6d and thereof &c

Bacon is 5th Decr 1763

Fowler
vt
Moor

Bildad Fowler of Westfield in ye County of Hampshire Trader Appt vr Reynold Marvin Moor of Granville in said County yeoman Appelle from the judgment of Eldad Taylor Esq one of his majestys justices of ye Peace for said County, rendered on ye Trial of ye Action before him on the 29th of August current at which Trial ye said Bildad was pltf and the said Reynold Marvin Deft in a plea of the case for that the said Marvin at said Westfield on ye 13th Day of August current justly owed the said Bildad one pound 12s 9d lawful mony for sundry Goods Wares and Merchandizes which were there by said Bildad to ye said Marvin at his ye said Marvins Instance and special request before that time sold and delivered and Interest according to the Custom of Merchants then and there in Consideration thereof he the said Marvin undertook and to the said Bildad did faithfully promise to pay him ye same on demand Yet the said Marvin tho often thereto requested & demanded hath not paid the same to the said Bildad or any part thereof but wholly denys to do it To the damage of the said Bildad forty shillings at which Trial ye said Bildad appeared by Gerard Ball his Attr and ye said Marvin by John Thelps Gent his Attr came & defended ye force and says that he owed the said Bildad nothing in manner & form as the said Bildad hath alledged against him & thereof prays judgment of said justice and ye said Bildad likewise Thereupon ye premises being seen & clearly understood by ye sd Justice judgment was rendered that the said Marvin recover against ye sd Bildad his Costs taxed at £1 1s 0d The said Bildad appealed from ye judgment of said justice to this Court and recognized with sureties as the Law directs &c And now at this Term to which ye Case was appealed ye parties by their Attrs viz, ye Appt by Jona Bliss Gent his Appl by John Thelps Gent come here & refer ye Case to ye Final determination of John Mosley Gent Abel Caswell & John Morgan Gent Arbitrators mutually elected by the parties to be made upon ye premises & returned into Court as soon as may be and ye Case is continued until ye next Term

Bildad Fowler of Westfield in the County of Hampshire yeoman 293
Appt vs Daniel Rose of Granville in said County yeoman Appe
from the judgment of Eldad Taylor of Westfield Esqr one of his Majestys Fowler
justices of the peace for the said County rendered by said Justice vs
at the Trial of the Action before him on y 29th of August currant Rose
at which Trial y said ~~Daniel~~ ~~said~~ Bildad was pltt and y said Daniel 92
Deft in aplea of the Case for that y said Daniel at Westfield
on y 13th Day of August currant justly owed the said Bildad y
sum of 29/0 lawful money for sundry Goods Wares and Merchandizes
which were there by the said Bildad to y said Daniel at his the
said Daniels Instance and special request before that Time sold &
delivered [and Interest according to y Custom of Merchants &] there
there in consideration thereof the said Daniel undertook and to y
said Bildad did faithfully promise the same to him on demand
Yet y said Daniel tho often requested and demanded hath not paid
the same to the said Bildad nor any part thereof But wholly
denyes to do it To y Damage of the said Bildad forty Shillings
At which Trial the said Bildad appeared by Gerard Hall his
Att and y above named Daniel came into Court by Elisha
Parks Gent and John Phelps Gent his Attorneys and Defended &c and
said that he owed the said Bildad nothing in manner & form as
the said Bildad hath alledged and thereof prays judgment & Justice
and the said Bildad likewise — Thereupon y Allegations and
proofs of said Parties having been maturely considered by said
justice judgment was rendered by said Justice that y Daniel
should recover against y said Bildad y sum of his Costs taxed 13/4
from which judgment the said Bildad appealed to this Court &
Gave Bond for his prosecuting &c And now at this Term the s
parties viz: the appt by Jonathan Bliss Gent his Attt and the
Appe by John Phelps Gent his Attorney come here and refer the
Case to the Final determination and award of John Mosely Gent
Abel Cadwel Gent both of Westfield and John Morgan Gent
of Springfield Arbitrators mutually chosen by y Parties [or any
two of them to be made upon y Premises and returned into
this Court as soon as may be and the Case with y proceedings
therein is continued until y next Term of the Court &c

Elijah Williams of Deerfield in y County of Hampshire Esqr pltt Williams
vs Timothy Childs of Greenfield in the County aforesaid Gent Deft in Esq vs
plea of the Case for that said Timothy on y sixth day of May 1766 Childs
at Deerfield afores by his note for Value rec promised y Elijah to pay 63
thirteen pounds ~~y~~ lawful on demand with Interest &c as in y Writ
The pltt appears by Elijah Williams Gent his Att and y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y said Court that the said Elijah recover
against the said Timothy fifteen pounds 6/8 lawful money
damages Cost of Court taxed at two pounds 4/ and thereof &c
Taxed is 15th October 1766

Elijah Williams of Deerfield in y County of Hampshire Esq Islom
pltt vs Thaddeus Harris of Charlemount in y County aforesd vs
yeoman Deft in aplea of Trespass on the Case for that said Harris
Thaddeus at Deerfield aforesaid on y 16th Day of December 1765 by 64
his note for Value rec promised said Elijah to pay him four
pounds ~~sterling~~ lawful money on demand with Interest &c as in y Writ

The

294
Williams
Eq vt
Harris

The said Elijah appears by Elijah Williams Gent his Attr & ye Defft being three times publickly called makes default of appearance Itis therefore considered by ye Court that ye said Elijah recover against the said Thaddeus four pounds 12/10 of lawfull mony damages & Cost of Court taxed at two pounds 6/9 & thereof &c
Execon iss 17th Octo 1760

Elijah Williams of Deerfield in ye County of Hampshire Eqr pltf
Idern vt Samuel Montague of Sunderland in said County yeoman Deftn
Montague plea of ye Case for that said Samuel at Deerfield aforesaid on ye 21st Day
65 of August Anno 1764 by his note for Value rec promised ye Elijah to pay him or order five pounds 13/2 3/4 on demand with intrest &c
The pltf appears by Elijah Williams Gent his Atty and ye Defft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Elijah recover against the said Samuel seven pounds 0/7 1/4 of lawful money damages and Cost of Court taxed at two pounds 3/1 and thereof &c
Execon iss 17th Octo 1760

Willard
vt
Mayo
66

Sampson Willard of Winchester in the Provine of New Hampshire Husbandman pltf vs John Mayo of Warwick in ye County of Hampshire yeoman Defft in a plea of the Case for that the said John at Warwick aforesaid on ye 4th Day of Feby 1760 by his note of that date for Value rec promised ~~said~~ one Oliver Doolittle to pay him or order two pounds 0/0 lawful mony within three months and after ye Date of sd Note viz on ye ninth day of said Feby no part of said note being paid sd Oliver by his Indorsment ordered the payment of the Contents of said note to be made to the Pltf of all which ye sd John instantly had notice did then and there promised ye Defft to pay him the same according to ye Tenor of said note &c as in the Writ
The pltf appears by Daniel Jones Esq his Attr & ye Defft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Sampson recover against the said John two pounds 1/4 of lawful mony Damages and Cost of Court taxed at two pounds 13/4 and thereof he may have Execon
Execon is 7th October 1760

Owen
vt
Work
67

Daniel Owen of Winchester in ye Province of New Hampshire yeoman Pltf vs James Work of Royalston in ye County of Worcester yeoman Defft in a plea of ye Case for that said James at Springfield on ye 17th Day of Novr 1760 by his note of that date for Value rec promised sd Daniel to pay him or order six pounds 13/4 within one year with Interest &c
The pltf appears by Daniel Jones Esq his Attr and ye Defft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Daniel recover against ye said James Seven pounds 7/0 1/4 of lawful mony Damages and Cost of Court taxed two pounds 11/0 and thereof &c
Execon is 7th Octo 1760

Billings
vt
Heaton
68

Fellows Billings of Sunderland in ye County of Hampshire Gent Attor of John Heaton of Shelburne in said County yeoman Defft in a plea of Tresspass on ye Case for that whereas said Fellows on ye 10th Day of July Anno 1760 at Sunderland aforesd was possessed of five Hundred weight of Wheat Flower of the Value of three pounds lawful mony & two Corn Bags of the Value of five Shillings lawful mony as of his own proper Goods and being so thereof possessed said Fellows ye same flower and Bags out of his possesion casually lost which Goods afterwards on the same day at Sunderland aforesd by finding came into the hands and possesion of the aforesd John Nevertheless the said John

John knowing the said Flower and Bags to be the Goods of him 293
the said Fellows &c to him the said Fellows of right to be longg &
appertain contriving craftily to deceive him ysd Fellows in that
Behalf Particular &c as in yWrit The pltt appears by William Billings
Billings Gent his Attr & yDefts being three times publickly called vs
makes default of appearance in Court — Itis therefore con Heaton
sidered by yCourt that the said Fellows recover against ysd
John three pounds 5/o of lawful mony damages & Cost of
Court taxed at two pounds 13/10 & thereof he may have his Execn
Execn is 19th Sept 1766

Fellows Billings of Sunderland in the County of Hampshire Gent pltt Idem
Joseph Mitchel of Ashfield and Elipalet Allis of Montague vs
Husbandmen both in yCounty aforesd Defts in a plea of the Case for Mitchel &
whereas ysd Joseph and Elipalet on ylast day of November 1766 & 9
and before and afterwards were partners in yway of Merchandizing
jointly negotiating together as partners and being so therein
partners as aforesaid they the said Joseph & Elipalet at Sunder
land aforesd became indebted to ysd Fellows in ysum of Ten
pounds 2/4 Lawful mony for an Article of Aut according to yd
Aut Annexed to yWrit and in consideration ysd Joseph & Elipalet
promised ysaid Fellows to pay him ysame Sum on demand &c
The pltt appears by William Billings Gent his Attr & yDefts being
three times publickly called makes default of appearance in Crt
Therefore it is considered by yCourt that the said Fellows recov
against ysd Joseph & Elipalet ten pounds 2/4 of lawful money damages and
Cost of Court taxed at two pounds 5/10 and thereof &c
Execn is 19th Sept 1766

Fellows Billings of Sunderland in yCounty of Hampshire Gent Idem
pltt vs Samuel Rice of Charlemont in yCounty aforesaid vs
yeoman Deft in a plea of the Case for that said Samuel at Rice
Sunderland aforesaid on the twenty eighth day of May 1765 70
promised said Fellows to pay him or his order three pounds e/g
lawful money on demand &c as in the Writ
The pltt appears by William Billings Gent his Attr & yDeft being
three times publickly called makes default of appearance in Court
His therefore considered by yCourt that the said Fellows recover
against the said Samuel three pounds e/g of lawful money
damages and Cost of Court taxed at two pounds 5/o2 thereof &c
Execn is 19th Sept 1766

Fellows Billings of Sunderland in the County of Hampshire Idem
Gent pltt vs Seth Rose late of Montague in said County vs
yeoman Deft in a plea of the Case for that yd said Seth at Rose
Sunderland aforesaid on ylast day of June 1765 owed yd 24
said Fellows two pounds 18/7 lawful money for divers Wares
Merchandizes by yd said Fellows to him yd said Seth at his
Special instance and request before that Time sold & delivered
according to Aut annexed to the Writ and in Consideration
thereof the said Seth promised said Fellows to pay him
the same on demand &c as in yWrit — The pltt appears by
William Billings Gent his Attr & yDeft being three times
publickly called makes default of appearance in Court
His therefore considered by yCourt that yd said Fellows recover
against yd said Seth two pounds 18/7 of lawful money damages and
Cost of Court taxed at two pounds 3/2 and thereof &c
Execn is 14th Decr 1766

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Billings vt Hamilton

72

Fellows Billings of Sunderland in the County of Hampshire Gent pltf vr Silas Hamilton of Deerfield in ye County aforesd Feltmaker Deft in aplea of ye case for that said Silas at Sunderland aforesaid on ye 12th day of August Anno 1766 by his note for Value rec^d promised said Fellows to pay him three pounds &c on demand with interest &c as in ye Writ — The pltf appears by William Billings Gent his att^y & ye Deft being three times publickly called makes default of appearance in Court — it is therefore considered by ye Court that ye said Fellow do recover against the said Silas three pounds 13/6 p^r of lawful money damages and Cost of Court taxed at ~~two~~ pounds 1/10 & thereof &c

Exec^on is^d 17th Oct^o 1766

Childs vt Scott

73

Timothy Childs of ~~Deerfield~~ Greenfield in ye County of Hampshire Gent pltf vs Aaron Scott of ~~said~~ Greenfield in the said County yeoman Deft in aplea of ye case for that said Aaron at said Deerfield on ye 13th Day of June 1766 by his note of that date for Value rec^d promised ye said Timothy to pay him two pounds 14/5 lawful money on demand with Interest &c as in ye Writ — The pltf appears by Samuel Field Gent his att^y and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Timothy recover against ye said Aaron two pounds 15/0 of lawful mony damages & Cost of Court taxed at one pound 0/7 & thereof he may have his Execon

Exec^on is^d 19th Septr 1766

Field vt Luckus

74

David Field of Deerfield in ye County of Hampshire Gent pltf vs Andrew Luckus of Colrain in said County yeoman Deft in aplea of ye case for that ye said Andrew at said Deerfield on ye ninth day of May Anno 1766 by his note of that date for Value rec^d promised s^d David to pay him or his order Seven pounds 13/3½ lawful mony on demand with Interest &c as in the Writ —
The pltf appears by Samuel Field Gent his att^y & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the s^d David recover against ye said Andrew Seven pounds 16/2½ of lawful money damages & Cost of Court taxed at one pound 0/11 & thereof &c

Exec^on is^d 28th February 1769

Idem vt Mitchel

75

David Field of Deerfield in ye County of Hampshire Gent pltf vs Joseph Mitchel of Lichfield in ye County aforesaid yeoman Deft in aplea of ye case for that said Joseph on ye tenth day of August 1767 at said Deerfield by his note of y^t Date for Value rec^d promised s^d David to pay him or his order twelve pounds 18/6¾ on demand with interest till paid &c as in ye Writ — The pltf appears by Samuel Field Gent his att^y & ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye s^d David recover against ye said Joseph thirteen pounds 14/5¾ of lawful mony damages & Cost of Court taxed at £1.17.11 & thereof &c — Execon is^d 28th Feby 1769

Smead vt Poole

76

Jonathan Smead Junr of Greenfield in ye County of Hampshire yeoman pltf vs Samuel Poole of Shelburne in s^d County Gent Deft in aplea of ye case for that said Samuel on ye 30th day of May 1765 at Springfield by his note of that date for Value rec^d promised s^d Jon^a to pay him or his order Sixty six pounds 13/4 lawful mony on or before ye first day of March then next with Interest till paid &c as in ye Writ — The pltf appears by Samuel Field Gent his att^y & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye s^d Jon^a recover against ye said Samuel Sixty four pounds 18/7½ of lawful money damages & Cost of Court taxed at one pound 18/4 and thereof &c

John Amsden of Deerfield in y County of Hampshire yeoman
pltf vs Moses Smith of Granby in said County yeoman Deft In
aplea of the Case for that said Moses at Springfield on y 7th Day
of November Anno 1765 by his note of that date for Value rec
promised said John to pay him Eleven pounds 2/1 lawful mony
on demand with Interest &c as in y Writ — The pltf appears
by Samuel Field Gent his Attorney & y Deft being three times
publickly called makes default of appearance in Court
His therefore considered by y Court that y said John recover
against the said Moses twelve pounds 19/7½ of lawful mony
damages & Cost of Court taxed at one pounds 12/½ and thereof &c

297

Amsden
vs
Smith
77

Excon issued 10th Novr 1766

Bildad Fowler of Westfield in y County of Hampshire Trader pltf vs
Amos Holcomb lately of said Westfield yeoman Deft in aplea of y
case for that said Amos at Springfield on y ninth day of August
1764 by his note of that date for Value rec promised s[d] Bildad
to pay him five pounds 3/10 lawful mony on demand &c as in y Writ
and y said Bildad now being three times publickly called to come
into Court and prosecute his said Action against y[e] Amos is
Nonsuit and y s[d] Amos likewise defaults and y Action is dismissed

Fowler
vs
Holcomb
78

Joel Ely of Springfield in y County of Hampshire yeoman pltf vs
Jerah Brooks of Enfield in said County yeoman in aplea of the
Case for that said Jerah at said Springfield on y last day of
June last past being justly indebted to y pltf y Sum of thirty
six pounds 14/8 to balance Book Acct according to y Acct annexed
to y Writ in Consideration there of said Jerah promised s[d] pltf to
pay him y same on demand &c as in the Writ
The pltf appears by Justin Ely Gent his Attr and y Deft being
three times publickly called makes default of appearance in Court
His therefore considered by y Court that y said Joel do recover
against the said Jerah thirty six pounds 14/8 of lawful money
damages & Cost of Court taxed at one pound 3/6 & thereof &c

Ely
vs
Brooks
79

Excon is 28th Sept 1766

Asaph Leonard of Springfield in y County of Hampshire
yeoman pltf vs Elijah Rogers of said Springfield yeoman Deft
in aplea of the Case for that said Elijah at said Springfield
on y 11th Day of April 1764 by his note of that date for Value
rec promised y pltf to pay him Eleven pounds 1/ on demand
with Interest till paid &c as in y Writ — The pltf appears by
Justin Ely Gent his Attr & y Deft being three times publickly call
makes default of appearance in Court It is therefore considered by
the Court that y said Asaph recover against y said Elijah twelve
pounds 3/4 3/4 of lawful mony Damages & Cost of Court taxed at
one pound 3/6 & thereof &c

Leonard
vs
Rogers
80

Excon is 29th Sept 1766

Robert Breck of Northampton Gent and George Breck of
Springfield Gent both in y County of Hampshire pltfs vs
Timothy Hopkins of Springfield aforesaid Gent Deft in
aplea of the Case for that said Timothy at said Springfield
on y fourth day of May Anno 1763 by his note of that date
for Value rec promised y said pltfs to pay them or their
order three pounds 7/16 3/4 on demand with interest &c
And also for that said Timothy at s[d] Springfield on y first
day of August current being justly indebted to y pltfs the
Sum

Breck & al
vs
Hopkins
81

29d Brecks &c vs Hopkins

Sum of 10/2½ to ballance Book Act according to ye Account annexed to ye Writ in consideration thereof ye Timothy then and there promised ye Plts to pay them ye same on demand &c The Plts appear by Justin Ely Gent their Attt & ye Deft being three times publickly called makes default of appearance Whe It is therefore considered by the Court that ye said Roberts George recover against ye said Timothy four pounds 2/6 3/4 of lawful mony damages & Cost of Court taxed at one pound 7/6 2 thereof &c Excon is 29th Septr 1766

Ely vs Eundem

Levi Ely of Springfield in ye County of Hampshire yeoman Plt vs Timothy Hopkins of said Springfield Gent Deft in a plea of the Case for that said Timo at said Springfield on ye 12th Day of Febr 1767 by his note of that date for Value rec promised the said Ely to pay him on demand twenty one pounds 12/0 with Interest &c The Plt appears by Justin Ely Gent his Attt and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Levi recover against the said Timothy Twenty three pounds 12/4 of lawful money damages and Cost of Court taxed at one pound 2/6 4 thereof &c Excon is 29th September 1768

Upham vs Holwell

Hatheron Upham of Brookfield in ye County of Worcester Gentlewoman Plt vs Benjamin Holwell of Deerfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that ye Benjamin at Springfield on ye 27th Day of March 1766 by his note of that date for Value rec promised ye said Hatheron to pay her or her order 24/0 in eight months and if not paid within that time with Interest till paid, And also for that said Benja at Springfield aforesd on the last day of June last past was justly indebted to ye said Hatheron in ye other Sum of one pounds 4/9½ for sundry Articles of Account according to ye Act annexed to ye Writ in Consideration thereof said Benja to said Hatheron promised to pay her ye same Sum on Demand &c as in ye Writ — The Plt appears by Joshua Upham Gent her Attt and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Hatheron recover against ye said Benjamin two pounds 12/11½ of lawful mony damages and Cost of Court taxed at one pound 19/6 and thereof &c Excon is ye 29th Septr 1766

Murray vs Smith

John Murray of Rutland in ye County of Worcester Esqr Attr vs Timothy Smith of Murrayfield in ye County of Hampshire yeoman Deft in a plea of Ejectment wherein he demands against ye said Timo ye Possession of a certain Tract of Land lying in Murrayfield aforesd containing five Hundred Acres bounded as follows viz at ye SouthEast Corner by a Hemlock Tree by ye River called ye middle Branch then running East ten degrees North by Lot Number Seventy six one Hundred & twenty Eight rods to a Stake and Stones thence North fifteen Degrees East by Ingersolls Grant so called two hundred & Forty four rods to a Beech Tree thence North 26 Degrees West 200 rods to a Beech Tree thence West 10 Degrees South 160 rods to a White Elm Tree by ye River thence turning down ye River by sd River exclusive of all Islands to ye first mentioned Corner & in which Tract of Land in a plea of Trespass within twenty years last said John was seized of ye demanded premises having the Profits thereof to ye Value of 20/ a year &c as in ye Writ The Plt appears by Joshua Upham Gent his Attr & Deft being three times publickly called makes default of appearance here — It is considered by ye Court that ye said Plt recover against the said Timothy two Hundred & fifty pounds 19/4½ of lawful mony Debt & Cost of Court taxed at £2 0 5/6 2 thereof &c £250.19.4.3 to be paid within two months thereafter Excon is 17th May 1769

John Murray of Rutland in the County of Worcester Esq and Treasurer of the proprietors of Murraysfield in s^d County of Hampshire ptt vs Timothy Timothy Smith of Murraysfield aforesd yeoman Deft in aplea of the Case for that said Timothy at Springfield on s^d twenty seventh day of September A Dom 1766 by his note of that date for Valued received promised said John Treasurer as aforesd to pay him or his Successor in s^d Office of Treasurer Forty two pounds lawful mony at or before the 26th Day of Septr then next with Interest &c as in the Writ The ptt appears by Joshua Upham Gent his Att^y & s^d Deft being three times publickly called makes default of appearance Therefore it is considered by s^d Court that s^d John do recover against the said Timothy Forty seven pounds 19/1 lawful mony Damages & Cost of Court taxed at two pounds 2/6 2 thereof &c Execon is^d 29th Septr 1766

2 Pds
Murray Esq vs Smith
Ds

John Murray of Rutland in s^d County of Worcester Esqr ptt vs William Miller of Murraysfield in s^d County of Hampshire Sadler Deft in aplea of Debt for that said William at Springfield on s^d 11th Day of November 1763 by his Bond of that date bound himself to s^d John in the sum of Seventy five pounds lawful mony to be paid him on demand &c as in the Writ The ptt appears by Joshua Upham Gent his Att^y & s^d Deft being three times publickly called makes default of appearance in Court It is therefore considered by s^d Court that the said John recover against the said William forty four pounds 13/0 1/2 of lawful mony debt and Cost of Court taxed at two pounds 3/0 2 thereof &c Execon is^d 29th Septr 1766

Idem vs Miller
Dt

Emerson Woolcutt of Brookfield in s^d County of Worcester Gent ptt vs Eli Cooley of Springfield in s^d County of Hampshire yeoman Deft in aplea of the Case for that said Eli at Springfield aforesd on s^d 30th Day of January last past by his note of that date for Valued received promised said Emerson to pay to his order 37 Bushels of Good Clean Merchantable Wheat to be delivered at s^d Dwelling House of s^d Eli in said Springfield within three Weeks from the date of s^d Note & yet said Eli tho often thereto requested and said Emerson at said dwelling House of said Eli in said Springfield during s^d whole Term of three Weeks from s^d Date of said note was ready to receive s^d said 37 Bushels of wheat hath never delivered s^d same 37 Bushels of Wheat nor hath said Eli in any manner performed his promise aforesd But always hitherto hath & still doth neglect and refuse to do it To s^d Damage of s^d said Emerson fifteen pounds The parties by their Attorneys come here and refer s^d Case together with all other demands at law or in Equity to ye final Determination and award of Abner Smith Gentleman Reuben Bliss yeoman and Moses Church yeoman all of Springfield aforesaid (Arbitrators mutually chosen by the parties) or any two of them to be made upon the premises and returned into this Court as soon as may be and the Case with the proceedings therein is continued until the next Term And the said parties have a further day before s^d Court the King in this Court there until the second Tuesday of November next Ensuing

Woolcutt vs Cooley
Dt

300 James Adams of New Braintree in y County of Worcester yeoman
ptt vs James Taft yeoman & Joshua Gray yeoman both of Shelburne
Adams in y County of Hampshire Defts In a plea of the Case for that
vs said James Taft & Joshua Gray at Springfield on the 13th Day of
Taft et al July 1766 by their note of that date for Value rec promised
dd one Andrew Shaw to pay him or his order thirty three pounds 10s
on y first day of June 1768 with interest till paid & afterwards
vizt on the same 13th Day of July aforesaid at Springfield aforesaid
said Andrew by his Indorsment in writing made on the Back
of said Note with his proper hand subscribed ordered y Contents
of said note then wholly unpaid to be paid to s^d James Adams
of all which said James Taft and Joshua Gray there instantly
had notice and thereby became liable to pay y Contents of s^d
note to said James Adams according to ye Form & Effect of s^d Note
& in Consideration thereof s^d James Taft and Joshua Gray then
and there assumed on themselves and to s^d James Adams faithfully
promised to pay him the same Contents of s^d Note according to y^e
Tenor thereof Yet said James Taft and Joshua Gray the often requested
have never paid y same or any part thereof But neglect it To y
damage of the said James Adams the Sum of forty pounds
The ptt appears by Joshua Upham Gent his Attr & y Defts being three times publickly called to come into Court make default of appearance her, It is therefore considered by y Court that y ptt recover against the Defts twenty two pounds 10/2 3/4 of lawful money damages & Cost of Court taxed at two pounds 6/8 and thereof &c

The said James Taft and Joshua Gray afterwards at this Term come into Court by Jonathan Ashley Junr Gent their Attys & appeal from the judgment of this Court to y Superiour Court of judicature to be holden at Springfield in and for y County of Hampshire on y Fourth Tuesday of September next Ensuing Who recognizes with Sureties as y Law directs for their prosecuting the appeal with Effect as by said recognizance on file appears

Cutler vs Shaw — David Cutler of Brimfield in the County of Hampshire yeoman ptt vs William Shaw of Palmer in said County yeoman Deft in a plea of the Case for that said William at Springfield on y 11th Day of May last past by his note of that date for Value rec promised said David to pay him fourteen pounds 2/9 on demand with Interest &c as in y Writ The ptt appears by Joshua Upham Gent his Attr & y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said David recover against y said William fourteen pounds 7/11 1/4 y lawful money damages and Cost of Court taxed at one pound 11/4 & thereof &c — Execn issd 25th Octo 1766

Willard vs Bardwell — Benjamin Willard of Rutland in y County of Worcester yeoman ptt vs Ebenezer Bardwell of Hatfield in y County of Hampshire yeoman Deft in a plea of the case for that said Ebenr at Springfield on y 20th Day of Feby 1765 by his note of that date for Value rec promised y^d Benj^a to pay him or his order three pounds 13/0 on or before y last day of May then next &c — The ptt appears by Joshua Upham Gent his Attr & y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y^d Benjamin recover against y said Ebenezer three pounds 13/0 of lawful money damages and Cost of Court taxed at two pounds. 2/4 and thereof &c Execn issd 29th Sept 1766

John Murray Esq and Jane Fletcher Widow both of Rutland 301
in the County of Worcester Administrators on y Estate of Alpheus
Fletcher late of said Rutland Physician Decd Pltfs vs William Fletchers
English of Pelham in y County of Hampshire yeoman Deft Admrs vs
in a plea of the Case for that said William at Springfield on y English
27th Day of April 1763 by his note of that date for Value Rd 91
promised said Alpheus then living to pay him or his order
one pound 11/3½ on demand with Interest &c as in y Writ
The Pltfs appear by Joshua Upham Gent their Attr & y Deft being
three times publickly called makes default of appearance here
It is therefore considered by the Court y said Administrators
recover against y said William English two pounds 1/3½ of lawful
mony damages & Cost of Court taxed at £2 11 11 2 thereof &c
Execon is Rd 20th Novr 1763

Azariah Cooley of Brimfield in y County of Hampshire Cooley
yeoman and one of y Deputy Sheriffs for the said County under v
Oliver Partridge Esq Sheriff for the same County Pltf vs Nathaniel Danielson
son of Brimfield aforesaid yeoman Deft in a plea of Trespass 92
for that whereas one William Bayard and Charles Ward Aythrop
before our justices of our Inferiour Court of common pleas holden
at Springfield in & for y County of Hampshire on the last Tuesday
of August in y Sixth year of our Reign recovered judgment against
one Robert Nugent for the sum of one Hundred & twenty two
pounds 3/9 Lawful money damages and four pounds 3/2
like mony Costs of Suit And the said William and Charles
Ward afterwards on y first day of April in y Seventh year
of our Reign in order to have the sum of twenty three pounds
15/1 part of y Damages and Costs aforesaid recovered as aforesd
then remaining due and unpaid paid & Satisfied to them
sued out of the Clerks Office of our Inferiour Court of common
pleas our Writ of Execon in due form of Law against y said
Robert for the said Sum of Twenty three pounds 15/1 & also for
the further Sum of 4/4 for that and two former Writs directed
to y Sheriff of the said County of Hampshire his under Sheriff
or Deputy and returned into our said Inferiour Court on the
third Tuesday of May then next Ensuing & afterwards Viz on
the 14th Day of the same April & before y Return of y Rd Execon
the said William & Charles Ward delivered y same Execon to y Rd
Azariah Cooley then and ever since a Deputy Sheriff under said
Oliver Partridge Sheriff of y said County of Hampshire in
due form of Law to be Executed & returned & whereas y Rd Azariah
afterwards & before y Return of y said Execon viz on y Fifteenth
day of May instt by being then a Deputy Sheriff as aforesd
at said Brimfield took & arrested y Body of the said Robert
Nugent by Virtue of the Execon aforesaid then in his Hands in
full force for y Sum aforesd & in no part satisfied and then &
there lawfully had y Body of y said Robert in his Custody on
the Execon aforesaid and thereupon designed & intended to com
mit the said Robert to his Majestys Goal in Springfield as
by the same Writ he was commanded - And whereas the said
Nathaniel Danielson there afterwards on y same day in consideration

Cooley
vs
Danielson

Consideration that the said Azariah would deliver & keep ye said Robert so taken & arrested as aforesd & then & there in his Custody as aforesaid into the hands and keeping of ysd Nathaniel until ye nineteenth day of the same May he the said Nathll assumed on himself & then and there faithfully promised the said Azariah that he ysd Nathaniel would safely keep & Guard the said Robert in his hands & keeping until ye said nineteenth day of May aforesd and prevent him from Escaping from ysaid Azariah and that he would on ysaid nineteenth day of May and before the return of the same Writ bring & deliver the said Robert to ysaid Azariah at said Brimfield that he might then be there committed to Goal on ye Excon aforesd & ysd Azariah reposing special Trust & Confidence in ysaid Nathaniel in his promise aforesaid made as aforesd then & there delivered & put ysd Robert into the hands & keeping of the said Nathll to be by him safely kept and guarded until the said nineteenth day of May aforesd and there on ysaid last mentioned day & before ye return of the same Writ to be brought and delivered to ysd Azariah as aforesd in order to his being committed to Goal as aforesd & the said Nathaniel then and there in consideration thereof promised the said Azariah that he ysd Nathll would safely keep & Guard the said Robert in his hands & keeping until ysd nineteenth day of said May and prevent him from escaping from ysd Azariah and that he would then on the day last aforesd and before the return of the same Writ bring and deliver ysd Robert to ysd said Azariah in order to his being committed to Goal as aforesd Nevertheless the said Nathaniel in no wise regarding his ysd promise & assumption made in form aforesd but contriving fraudulently intending craftily and Subtilly to deceive ysaid Azariah in this particular and to subject him to great Cost & damage did not safely keep and Guard the said Robert in his Hands and keeping until ye said nineteenth day of May aforesd nor prevent him from Escaping from ysaid Azariah nor did he on the said last mentioned day nor any time after ysaid 15th Day of May & before the return of ye Excon aforesaid bring nor deliver the said Robert to the said Azariah But ysaid Nathaniel there on the same day voluntarily permitted & suffered ysd Robert to be out of his hands & keeping & to Escape from ysd Azariah and go at large out of the province & into places unknown to the said Azariah so that ysaid Robert was not afterwards until nor upon ye Day of ye return of ye Excon aforesd to be found by ysd Azariah & he was obliged to return ye Excon wholly unsatisfied and the said Azariah was by reason of ye premises liable & obliged to pay to ysd said William & Charles Ward the whole of the two last mentioned Sums of money & also further damages & Costs & was otherwise put to great Trouble & Expence To the damage of the said Azariah Cooley Forty pounds The plt appears by Jonathan Bliss Esqr his Attr and ysaid Nathaniel by Joseph Hawley Esq his Attr comes & Defends &c & says that this writ is bad and ought to be abated because he says there is no sufficient Consideration therein alledged for the said Nathll

Nathaniel⁰ making ye promise in ye said Writ declared of which ought to have been done there being no other Consideration alledged for ye promise & Asumption of the said Nathel but only that ye said Obadiah put and delivered ye within named Robert into ye hands and keeping of ye sd Nathaniel whom he the said Obadiah had tution and whom he had in his Custody by Virtue of the Writ of Execon in ye sd Writ mentioned and this in Breach & violation of ye Duty & Obligation of his Office within mentioned, Also for that it is not in ye said Writ ~~mentioned~~ alledged that ye said Obadiahs putting and delivering of ye said Robert into the sd Nathels hands & keeping was at the Instance & Request of ye said Nathel — which ought to have been alledged at least all which ye sd Nathaniel is ready to verifiy and thereof prays judgment and that the Writ may be abated — Thereupon a plea by ye said Nathaniel above pleaded being fully understood by the Court of the Lord the King now here, it is considered by said Court that ye aforesaid Writ of the said Obadiah is Good and does not abate — And the said parties by their respective Attorneys above named move that this Case with proceedings may be continued until ye next Term & it is granted them

303

Cooley
vs
Daniels⁰

David Arms of Deerfield in ye County of Hampshire joiner ptt vs Moses Smith of Granby in ye County aforesd yeoman Deft in a plea of the Case for that said Moses at sd Deerfield on ye 9th Day of April 1765 by his note of yt Date for Value rec'd promised one Jonathan Arms to pay him or his order twelve pounds 13/4 on demand With interest &c Afterwards viz on ye Eleventh day of March 1766 said Jonathan by his Indorsment ordered ye Contents of ye said note to be paid to ye said David ye said note being then altogether unsatisfied of all which ye said Moses instantly had notice and so became liable to pay the contents of ye said note to ye said David and being so liable to pay ye Contents of said note Moses promised to pay the Contents of said note according to ye Tenor thereof &c The ptt appears by Jonathan Ashley Junr Gent his Attorney & Deft being three times publickly called makes default of appearance Its therefore considered by ye Court yt ye sd David recover against ye said Moses thirteen pounds 13/4 of lawful money damages and Cost of Court taxed at one pound 13/10 & thereof &c Execon is 6th Sept 1766

Arms
vt
Smith
93

Josiah Goodrich lately of Pittsfield in ye County of Berkshire yeoman now of Cowhaz in ye Province of New Hampshire Attor Moses Smith of Granby in ye County of Hampshire yeoman Deft in a plea of the Case for that said Moses at Ashfield in sd County of Hampshire on ye 21st Day of Sept 1765 by his note of that date for Value rec'd promised ye said Josiah to pay him or his order one pound 19/3 lawful money on or before ye first day of June 1766 with interest &c as in ye Writ The ptt appears by Jonathan Ashley Junr Gent his Attorney & Deft being three times publickly called makes default of appearance in Court Its therefore considered by ye Court that ye sd Josiah recover against ye said Moses one pound 19/0 of lawfulmony damages & Cost of Court taxed at one pound 19/0 & thereof &c Execon is 28th Octo 1766

Goodrich
vt
Lunden
94

304 Sexton vs Billing

John Sexton of Deerfield in y County of Hampshire Cordwainer Pltf vs Elijah Billing of Sunderland in said County yeoman Deft in a plea of the Case for that said Elijah at s[d] Deerfield on y[e] y[e] 7th Day of May 1768 by his note of that date for Value rec[d] promised the said John to pay him nineteen pounds y[e] lawful mony on demand with interest &c as in y[r] Writ

Sf The pltf appears by Jonathan Ashley Jun[r] Gent his Attz y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said John recover against the said Elijah Nineteen pounds 15/ of lawful mony damages & Cost of Court taxed at one pound 17/ Said thereof &c

Execn is September y 19th 1768

Gilles vs Parish

Robert Gilles of Bernardston in y County of Hampshire yeoman Pltf vs Ebenezer Parish of Colrain in y County aforesaid Physician Deft in a plea of the Case for that said Ebenezer at Colrain aforesd on y last day of Octo 1766 by his note for Value rec[d] promised one William Henderson Junr to pay him or his order five pounds lawful money within one year with lawful Interest till paid and afterwards to wit on y 31st Day of December last past at s[d] Colrain the said William by his Indorsment ordered y Contents of said note then wholly due & unpaid to be paid to y s[d] Robert of all which y said Ebenezer instantly had notice and so became liable to pay y Contents of said note according to y Tenor thereof in Consideration whereof he being so liable promised y said Robert to pay him y Contents of said note according to y[e] Tenor thereof &c as in y Writ

The pltf appears by Jonathan Ashley Junr Gent his Attz y Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that y said Robert recover against y s[d] Ebenezer five pounds 11/0 of lawful money damages and Cost of Court taxed at two pounds 2/6 thereof he may have his Execn

Execn is 3d Feby 1769

French vs Field

Thomas French of Conway in y County of Hampshire yeoman pltf vs Nathaniel Field of said Conway yeoman Deft in a plea of the Case for that said Nathaniel at s[d] Conway on y 10th Day of July 1767 by his note of that date for Value rec[d] promised y s[d] said Thomas to pay him Six pounds 18/ lawful money on demand with Interest till paid &c as in y Writ

The pltf appears by Jonathan Ashley Junr Gent his Attz y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y s[d] Thomas do recover against y s[d] Nathaniel Six pounds 18/2 lawful money damages & Cost of Court taxed at one pound 18/3 and thereof &c

Execn Issued 7th February 1769

Pitts Esq vs Riddell

James Pitts of Boston in y County of Suffolk Esq Pltf vs Robert Riddell of Colrain in y County of Hampshire yeoman Deft in a plea of the Case for that said Robert at Deerfield on y 29th Day of April 1768 by his note of that date for Value rec[d] promised one Elijah Williams to pay him or his order four pounds 13/6 lawful mony on demand with Interest until paid afterwards viz on y same 29th day of April 1768 at s[d] Deerfield s[d] Elijah by his Indorsment ordered the Contents of said note then wholly due & unpaid to be paid to y said James of all which s[d] Robert instantly had notice and so became liable to pay y Contents of s[d] Note &c

James and being so liable in Consideration thereof promised 903
the said James to pay him ye Contents according to ye Tenor
thereof &c as in ye Writ The pltt appears by Jonathan Ashley Junr
Gent^n his Attr & ye Deft being three times publickly called Pitts Esq
makes default of appearance in Court — It is therefore vt
considered by ye Court that the said James recover against Riddell
the said Robert four pounds 13/4 of lawful mony damages
and Cost of Court taxed at two pounds 18/6 and thereof &c
Excon is 20th Octo 1760

James Pitts of Boston in ye County of Suffolk Esq pltt vt Idem
Moses Scott of Bernardston in ye County of Hampshire yeoman vt
Deft in a plea of the Case for that said Moses at Deerfield on ye Scott
2^d Day of April 1760 by his note of that date for Value rec^d 99
promised one Elijah Williams to pay him or his order six pounds 4/6
lawful mony on demand with Interest &c Afterwards to wit on y^e
said 2^d day of April 1760 y^d Elijah by his indorsment ordered
the contents of said note being then due & altogether unsatisfied
to be paid to ye said James of all which y^d Moses instantly had
and so became liable to pay y^d James & he y^d James being so liable in Consideration thereof
Notice, the said Moses promised the said James to pay him the
Contents of said note according to ye Tenor thereof &c as in ye Writ
The pltt appears by Jonathan Ashley Junr Gent his Att^r & ye Deft being
three times publickly called makes default of appearance here
It is therefore considered by the Court that y^d James recover
against the said Moses six pounds 7/2 of lawful mony damages
and Cost of Court taxed at two pounds 18/6 and thereof &c
Excon is 20th Octo 1760

James Pitts of Boston in ye County of Suffolk Esq pltt vs John — Idem
Severance of Bernardston in ye County of Hampshire yeoman Deft in vt
a plea of the Case for that said John at Deerfield by his on ye 26th Severance
day of April last past by his note of that date for Value rec^d 100
promised one Elijah Williams to pay him or his order thirty eight
pounds 12/ lawful mony on demand with Interest &c afterwards
to wit on ye 26th Day of April aforesd at said Deerfield said Elijah
by his Indorsment ordered ye Contents of said note then wholly
due & unpaid to be paid to ye said James of all which the s^d John
Instantly had notice and so became liable to pay ye Contents of s^d
note to said James and in Consideration of his being so liable pro
mised the said James to pay him ye Contents of s^d Note according
to the Tenor thereof &c as in the Writ — The pltt appears by Jonathan
Ashley Junr Gent his Att^r & ye Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by ye Court y^t
y^d James recover against y^d John thirty nine pounds 0/3 1/2 of lawful
mony damages & Cost of Court taxed at two pounds 18/2 Exc^on is 20th Octo 1760

William Mitchel of Greenfield in ye County of Hampshire yeoman pltt vs Caleb Mitchel
Sharp of Conway in s^d County Labourer Deft in a plea of the Case for that s^d vt
Caleb at Deerfield in ye County aforesd on ye first day of April last past by his Sharp
note of that date for Value rec^d promised y^d Willm to pay him or his order 101
five pounds 10/ & ondemand with Interest &c as in ye Writ
The pltt appears by Jonathan Ashley Junr Gent his Att^r & ye Deft being three
times publickly called makes default of appearance in Court — It is
therefore considered by ye Court y^t the s^d William recover against ye said
Caleb Six pounds 0/3 1/2 of lawful mony damages & Cost of Court taxed at
one pound 18/10 and thereof &c Exc^on is 20th Octo 1760

3 Nl

Ansell
vs
Davison
102

John Ansden of Deerfield in y County of Hampshire yeoman Pltf vs Daniel Davison of Conway in y County aforesd yeoman Deft In a plea of the Case for that said Daniel at said Deerfield on y 17th day of January 1766 by his note of that date for Value rec promised the said John to pay him two pounds 2/ 17/2 on demand with lawful interest & Also for that said Daniel at sd Deerfield on y last day of June last past owed y sd John 2/ for Articles of Book Debt according to y Debt annexed to y Writ in Consideration thereof sd Daniel promised the said John to pay him y said Sum of 2/ on demand &c as in the Writ The plt appears by Jonathan Ashley 2d Gent his Attr & y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said John recover against y sd Daniel two pounds 2/ of lawful mony Damage and Cost of Court taxed at one pound 18/1 and thereof &c

Execon Issued 18th November 1766

Wells
vs
Chadwick
103

Elisha Wells of Greenfield in y County of Hampshire yeoman Pltf vs William Chadwick of said Greenfield yeoman Deft in a plea of the Case for that said William at Deerfield on y 27th Day of September 1766 by his note of that date for Value rec promised the said Elisha to pay him one Hundred pounds 13/1, lawful mony on or before the first day of May next after the date of said Note with Lawful interest from y sd first day of May till paid &c as in y Writ The plt appears by Jonathan Ashley 2d Gent his Attr & y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that y sd Elisha do recover against y sd William forty three pounds 1/9 of lawful money damages and Cost of Court taxed at two pounds 2/10 & thereof &c

Execon issd 4th Octo 1766

Fitts Esq
vs
Mitchel
104

James Fitts of Boston in the County of Suffolk Esq Pltf vs Joseph Mitchel of Ashfield in y County of Hampshire yeoman Deft in a plea of the Case for that said Joseph at Deerfield in s County of Hampshire on the twentieth day of April last past by his note of that Date for Value rec promised one Elijah Williams to pay him or his order five pounds 16/8 1/2 of lawful money on demand with Interest Afterwards viz on y last day of April last pd Elijah by his Indorsment ordered the Contents of said note then wholly due to be paid to y said James of all which y said Joseph had notice & so became liable to pay y Contents of said note to sd James and being so liable y said Joseph promised y said James to pay him y Contents of said note according to y Tenor thereof &c as in y Writ The plt appears by Jonathan Ashley 2d Gent his Attr & y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said James do recover against the said Joseph five pounds 16/8 1/2 of Lawful mony damages and Cost of Court taxed at two pounds 18/2 & thereof &c

Execon issd 28th October 1766

Armory
vs
Lock
105

Thomas Armory of Boston in y County of Suffolk Trader Pltf vs ~~Westborough~~ Joseph Lock of Shutesbury in y County of ~~Suffolk~~ Hampshire yeoman Deft in a plea of the Case for that said Joseph at Springfield on y 13th Day of January last past by his note of that date for Value rec promised y said Thomas to pay him or his order nine pounds 9/ Lawful mony on demand with Interest &c as in y Writ

The

The plt appears by Daniel Kilcook Gent his Attr & ys Deft being 307
three times publickly called makes default of appearance here
It is therefore considered by ys Court that the said Thomas recover Amory
against the said Joseph nine pounds 15/4½ of lawful mony vt
damages & Cost of Court taxed at three pounds 2/8 & thereof Lic Lock
Excon is Septr ys 16th 1766

Ebenezer Burr of Fairfield in ys County of Fairfield and in the Burr
Colony of Connecticutt yeoman Plt vs Samuel Hunt late of Hardwick vt
in the County of Worcester now living at Pelham in ys County of Hunt
Hampshire yeoman Deft in a plea of the Case For that ys ye Pltf Ebenezer 107
at Springfield on the last day of May Anno 1766 at ys Special
instance and request of the said Samuel had sold & delivered to
him the said Samuel before that Time one Horse the same
Samuel in Consideration thereof afterwards viz: on ys same last
day of May Anno 1766 assumed on himself & to ys Ebenezer
faithfully promised that so much mony as he the said Ebenezer
for the said Horse should reasonably deserve to have he ys Samd
would well and truly pay and Content to ys Ebenezer whenever
he the said Samuel should be afterwards thereto required by ys
Ebenezer says that he reasonably deserved to have of ys Samuel
for the said Horse before mentioned Six pounds 10/ lawful
mony and thereof the said Ebenezer there afterwards gave
notice to ys said Samuel And also for that ys said Samuel at said
Springfield on ys same last day of May Anno 1766 being justly
indebted to ys said Ebenr in another Sum of 9/6 lawful mony for
sundry Articles of Book Acct according to ys Acct annexed to ys Writ
in Consideration thereof the said Samll undertook & to ys Ebenezer
faithfully promised to pay him ys same on demand, Yet ys Samd
tho often requested hath never paid either of ys sums aforesd or any
part thereof But unjustly neglects & refuses to do it To ys Damage of
the said Ebenezer Ten pounds — The plt appears by Daniel Kilcook
Gent his Attr and ys said Samuel by Simeon Strong Gent his Attr comes
& defends &c and to ys first count in ys Plts declaration pleads & says
that he never promised ys Plt as he in ys first Count has alledged &
thereof puts himself on ys Country and to ys second Count in ys Plts
declaration ys said Samuel pleads & says that he owes ys Plt nothing
in manner & form as he in his declaration has alledged & thereof
puts himself on ys Country — And ys said Ebenezer by his Attr
aforesd reserving to himself Liberty to waive this demurrer
and join ys Issue Tendred on ys Tryal of ys appeal says that ys ys
Samuel several pleas aforesaid and ys matters therein contained
are insufficient in Law and that he ys said Ebenezer is not holden
by the Law of ys Land to answer thereto wherefore for want of
sufficient pleas he prays judgment & that his damages & Costs
may be adjudged him — And ys said Samuel consenting to ys
foregoing Reservation says his plea is sufficient & prays Judg
ment for his Costs — Thereupon ys premises being seen and by
the Court fully understood of the Lord ys King now here, for that it appears to ys
Court that the plea aforesaid of ys said Samll & ys matters therein
contained are sufficient in Law to preclude the said Ebenezer from
having his Action maintained against ys ys Samuel &

His

368 Burr vs Hunt

It is also considered by the said Court that the said Samuel Ebenezer by his plea aforesaid have nothing &c and it is likewise considered by s^d Court^t the said Samuel do recover against the said Ebenezer 19/10 allowed him with his assent for his costs in defending the suit of s^d said Ebenezer &c

The said Ebenezer by his Attr aforesaid appeals from s^d judgment of this Court to s^d Superiour Court of judicature to be holden at Springfield within and for s^d County of Hampshire on s^d fourth Tuesday of September next ensuing Who recognizes with Sureties as s^d Law directs for his prosecuting s^d appeal with Effect as by said recognizance on file appears

Bulkley vs Lindem 180

Jonathan Bulkley of Fairfield in s^d County of Fairfield in the Colony of Connecticutt Merchant Plt vs Samuel Hunt late of Hardwich in s^d County of Worcester now living at Pelham in s^d County of Hampshire yeoman Deft in a plea of the Case for that said Samuel at Springfield on s^d last day of November Anno D^m 1766 being justly indebted to s^d Jonathan in s^d sum of three pounds 19/10 lawful mony for sundry Articles of Book Acct according to s^d Acct annexed to s^d Writ In Consideration thereof said Samuel promised to pay him s^d same on demand &c The Plt appears by Daniel Hitchcock Gent his Attr & s^d Deft being three times publickly called makes default of appearance in Court His therefore considered by s^d Court that s^d Jonathan recover against s^d said Samuel three pounds 19/10 of lawful money damages and Cost of Court taxed at two pounds 18/10 & thereof &c

Recon is^d 15th Septr 1766

Sherwood vs Lindem 169

Samuel Sherwood the third of Fairfield in s^d County of Fairfield in s^d Colony of Connecticutt yeoman Plt vs Samuel Hunt late of Hardwich in s^d County of Worcester now living at Pelham in s^d County of Hampshire yeoman Deft in a plea of the Case for that said Samuel at Springfield on s^d last day of May 1766 being justly indebted to s^d Samuel Sherwood in s^d Sum of Eight pounds 4/10 lawful money for sundry Articles of Book Acct according to s^d Acct annexed to s^d Writ In Consideration thereof the said Samuel Hunt then and there undertook & to s^d said Samuel Sherwood faithfully promised to pay him s^d same on demand Yet s^d said Samuel Hunt tho often requested hath never paid the same or any part thereof But unjustly neglects it To s^d Damage of s^d said Samuel Sherwood Ten pounds The Plt appears by Daniel Hitchcock Gent his Attr & s^d Samuel Hunt Gent ~~Deft~~ ~~Three~~ bar by Simeon Strong Gent his Attr comes & defends &c and for plea says he owes the Plt nothing in manner & form as the Plt in his declaration has alledged against him and thereof puts himself on s^d Country, and s^d said Samuel Sherwood by his Attr above named reserving to himself Liberty to waive this demurrer and join s^d issue tendred on s^d trial of s^d Appeal says that s^d plea aforesaid & s^d matters therein contained are insufficient in Law and that he s^d said Sherwood is not holden by the Law of the Land to answer thereto wherefore for want of a sufficient plea he prays judgment and that his damages & Costs may be adjudged to him And the said Samuel Hunt consenting to s^d above reservation says his plea is sufficient and prays judgment for his Costs — There.

Thereupon all Premises being seen by ye Court & the Law & the
thing now here fully understood it appears to said Court that y^e^
plea aforesaid of y^e^said Samuel Hunt and the matters therein
contained are good & sufficient in Law to preclude y^e^said
Samuel Sherwood from having his Action maintained against
him the said Samuel Hunt, and it is considered that y^e^said
Samuel Sherwood have nothing &c And it is also considered
by the Court that y^e^said Samuel Hunt recover against y^e^
Samuel Sherwood Nineteen Shillings & six pence of lawful
mony allowed him with his Assent for his Costs in defending
the Suit of the said Samuel Sherwood
The said Samuel Sherwood by his Att^y^ aforesd appeals from y^e^
judgment of this Court to ye Superiour Court of Judicature to be
holden at Springfield in and for y^e^County of Hampshire on y^e^
fourth Tuesday of September next ensuing Who recognizes with
Sureties as y^e^Law directs for his prosecuting y^e^appeal with
Effect as by said Recognizance on file appears

309
Sherwood
vs
Hunt

William Whiting of great Barrington in y^e^County of Berkshire
Physician Plt^t^ or Richard Crouch Graham of Pelham in y^e^County
of Hampshire Clerk Deft in a plea of the Case for that s^d^ Richard
Crouch at Springfield on y^e^last day of December 1763 being justly
indebted to ye said William in y^e^Sum of two pounds L.M. Lawful mony
for sundry Articles to ballance Book Acts according to y^e^Tenor annexed
to ye Writ in Consideration there of said Richard Crouch promised
to pay him y^e^same on demand &c as in the Writ
The plt^t^ appears by Daniel Hitchcock Gent his Att^y^ & Deft being
three times publickly called makes default of appearance in Court
His therefore considered by y^e^Court that y^e^said William recover
against y^e^said Richard Crouch two pounds L.M. of Lawful mony damages
and Cost of Court taxed at two pounds 6/8 and there of &c
Execon is^d^ 15th Septr 1764

Whiting
vs
Graham
No

James Lull of Chesterfield in y^e^County of Hampshire yeoman Plt^t^ or
David Read of Ware in y^e^County aforesaid Deft in a plea of y^e^Case
for that said David at said Ware on y^e^7^th^ Day of April 1763 by his
note of that date for Value Rec^d^ promised ye James to pay him
or his order four pounds at or before y^e^first day of Oct^o^ then next
with Interest &c as in y^e^Writ The plt^t^ appears by Daniel Hitchcock
Gent his Att^y^ and y^e^Deft being three times publickly called
makes default of appearance in Court — His therefore con
sidered by y^e^Court that y^e^said James recover against y^e^s^d^ David four
pounds 6/7½ of Lawful money damages & Cost of Court taxed at
two pounds 1/4 and there of &c — Execon is^d^ 1st Decr 1764

Lull
vs
Read
No

Elisha Alvord of Northampton in y^e^County of Hampshire
Trader Plt^t^ or Jonathan Sprague of Ashfield in said County
yeoman Deft in a plea of the Case for that said Jon^a^ at said
Northampton on y^e^2^d^ day of September 1764 by his note
of that date for Value Rec^d^ promised one Nathan Chapin to
pay him or his order four pounds 15/4½ Lawful mony on demand
with Interest — And afterwards viz on y^e^same 2^d^ day of Sept^r^ —
the said Nathan
indorsed the same note & thereby appointed the Contents of the
same note then wholly due & unpaid to be paid to the said
Elisha whereof y^e^said Jonathan Instantly had notice and so became
liable to pay y^e^Contents of said note to said Elisha & being so liable
the said Jonathan promised to pay him y^e^Contents of said note on demand &c

Alvord
vs
Sprague
113

310
Alvord
vs
Sprague

The pltf appears by Daniel Hitchcock Gent his Attd & Deft being three times publickly called makes default & appearance her His therefore considered by Court that said Elisha recover against said Jonathan five pounds 6/0½ of lawful mony damages and Cost of Court taxed at two pounds 0/4 & thereof Exon is 13th Sept 1760

Fairfield
vs
Newton
114

Stephen Fairfield of Belchertown in County of Hampshire yeoman Pltf vs Francis Newton of Granby in said County yeoman Deft in a plea of the Case for that said Francis at Springfield on 9th Day of November 1763 by his note of that date for Value rec'd promised said Stephen to pay him Seven pounds 0/4 at or before 1st first day of Feby then next with Interest &c as in Writ The pltf appears by Daniel Hitchcock Gent his Attd & Deft being three times publickly called makes default of appearance in Court His therefore considered by Court that said Stephen recover against the said Francis five Pounds 3/0 of lawful money damages and Cost of Court taxed at one pound 16/2 & thereof Exon is 12th Octo 1764

Dwight Lg
vs
Sprague
115

Timothy Dwight junior of Northampton in County of Hampshire Lg pltf vs Jonathan Sprague of Ashfield in said County aforesaid yeoman Deft in a plea of the Case for that said Jona at said Northampton on the 22d day of Octo 1764 by his note of that date for Value rec'd promised one Moses Smith or his order Six pounds 2/2 lawful mony on demand with Interest &c & afterwards on the 22d day of November 1764 the Whole contents of s'd Note being due and unpaid the said Moses Smith at Ashfield by his Indorsment ordered the Contents of said note to be paid to one Nathan Chapin or order for Value rec'd and the said Nathan Chapin at said Northampton afterwards viz't on s'd same 22d day of November by his Indorsment ordered the Contents of s'd same note then wholly due & unpaid to be paid to s'd Timothy Dwight or order of all which the said Jonathan Instantly had notice and so became liable to pay the Contents of s'd same note to the said Timothy & being soliable he the said Jonathan at said Northampton in consideration thereof undertook & to s'd Timothy promised to pay him s'd Contents of said note according to the Tenor thereof &c as in the Writ — The pltf appears by Daniel Hitchcock Gent his Attd & s'd Deft being three times publickly called makes default of appearance in Court — His therefore considered by Court that s'd Timothy recover against s'd Jonathan Seven pounds 10/5½ of lawful mony damages & Cost of Court taxed at two pounds 0/4 & thereof &c

Breck &c
vs
Mitchell
116

Robert Breck of Northampton & George Breck of Springfield both in s'd County of Hampshire Gentlemen Traders in Company, pltfs vs Joseph Mitchel of Ashfield in said County yeoman Deft in a plea of the Case for that said Joseph at said Northampton on y'e tenth day of March last past by his note of that date for Value rec'd promised said Robert & George to pay them Ten pounds 10/0 on demand with Interest &c The Pltfs appear by Daniel Hitchcock Gent their Attd & Deft being three times publickly called makes default of appearance in Court His therefore considered by Court that said Robert & George do recover against said Joseph Ten pounds 0/11½ of lawful mony damages and Cost of Court taxed at two pounds 0/4 and thereof &c Exon is 15th Sept 1760

Robert Breck of Northampton & George Breck of Springfield 3ll
both in the County of Hampshire Gentlemen Traders in Compt
ptts vs Timothy Childs of Greenfield in s.d afores.d County Gent Deft Breck
in aplea of the Case for that whereas s.d Robert & George at said vs
Northampton on s.d last day of April 1767 at s.d Special Instance Childs
and request of s.d Time had before that Time sold & delivered NV
to him s.d said Timothy divers Goods Wares & merchandizes the
same Timothy in Consideration thereof afterwards viz: on same
day promised that so much as they s.d said George & Robert should
reasonably deserve for said said Goods he the s.d Timothy would
well & truly pay & content s.d said Robert & George whenever after
wards he should be thereto required & s.d said Robert & George say
that they reasonably deserved to have of s.d said Timothy two pounds
6/8 and thereof s.d Ptts gave notice to said Timothy &c as in y.e Writ
The Ptts appear by Daniel Hitchcock Gent their Att.y & Deft being
three times publickly called makes default of appearance in Court
His therefore considered by s.d Court that s.d said Robert & George recover
against s.d said Timothy Two pounds 6/8 of lawful money damages
and Cost of Court taxed at two pounds o/s and thereof &c
Escon is 13th Sept.r 1768

Seth Catlin of Deerfield in s.d County of Hampshire Gent and ce Catlin
Deputy Sheriff under Oliver Partridge Esq Sheriff of s.d same vs
County Ptt vs Jonathan Severance yeoman Lufus Herenton yeoman Severance
Moses Herenton yeoman Asahel Atherton yeoman Aaron Denis 2d & Als
yeoman and Aaron Scott yeoman all of Greenfield in s.d County afores.d NG
Defts in aplea of Trespass whereon s.d said Seth complains that at
said Deerfield on s.d 26th Day of June current the said Jonathan Lufus
Moses, Asahel, Aaron Denis & Aaron Scott the said Seths Close in
Deerfield aforesaid bounded South on Deerfield River west & North on
Green River East on Land of Jonathan Hoit with Force & Arms broke
and Entred and s.d said Seths Grass there lately growing to the Value
of twenty pounds cut, mowed Down & carried away and many
other Wrongs & Injuries to s.d said Seth then & there did contrary to
Law & against our peace & to s.d damage of s.d said Seth twenty pounds
The Ptt appears by Simeon Strong Gent his Att.y and the Defts by
Joseph Hawley Esq their Att.y come into Court and by leave to impark
to the next Term & And it is considered by s.d Court that s.d said parties
have a further day in this Court here until s.d second Tuesday of
November next ~~and y.e Cause is continued~~

Abraham Gibbs of Greenwich in s.d County of Hampshire yeoman Gibbs
ptt vs Uriah Gibbs Lately resident at said Greenwich now of Sudbury vs
in the County of Middlesex yeoman Deft in aplea of s.d Case for Gibbs
that said Uriah at s.d Greenwich on s.d last day of May last past owed s.d Abraham WG
s.d Sum of three pounds L.o lawful money for Boarding & horse keeping according
to s.d Act annexed to s.d Writ & then & there in consideration thereof promised s.d
Abraham to pay him said Sum on demand — Yet said Uriah tho often requested
hath never paid s.d same or any part thereof But refuses to do it To s.d damage
of s.d said Abraham five pounds — The above named parties come here & refer s.d
Case with all other demands subsisting between them to s.d final Determination
and award of Jeremiah Bowers Gent Ebenezer Train yeoman & Nehemiah Hinds
yeoman all of Greenwich aforesaid or any two of them s.d Arbitrators mutually
Elected by s.d s.d parties to be made upon s.d premises & returned into this Court as
soon as may be and s.d said Parties have a further day before s.d Lord the King
here until s.d second Tuesday of November next Ensuing

312 Gibbs v Townsend 120

Abraham Gibbs of Greenwich in the County of Hampshire yeoman Plt ~~in~~ & John Townsend of said Greenwich Gent Deft in a plea of y Case for that whereas said Abraham at Greenwich on y first day of August A Dom 1764 at y Special Instance & request of said John sold & delivered to y said John one pair of Oxen of him y said Abraham he the said John in Consideration thereof then & there to wit at said Greenwich on y same first day of August undertook & promised said Abraham to pay & Content to him for y Oxen aforesaid so much mony as they were reasonably worth at y time of y Sale & delivery thereof whenever he y said John should be thereto required & said Abraham in fact says that y said Oxen at y time of y Sale & delivery thereof were reasonably worth twelve pounds to wit at Greenwich aforesd of which y said John afterwards to wit y same day & year had notice from said Abraham at Greenwich aforesd Yet John tho often requested hath never paid the same or any part thereof But refuses to do it To y Damage of the said Abraham fifteen pounds The plt appears by Simeon Strong Gent his Attr and the said John by John Worthington Esq and Elisha Porter Gent his Attorneys comes and defends &c and for plea says he never promised y Plt in manner & form as y Plt in his within declaration has alledged and thereof puts himself on y Country & y said Abraham likewise Thereupon y Jurors of y jury according to y form & Effect of y Statutes in this Case provided at this Term returned & impanelled being demanded likewise come here Who to say y truth concerning y premises being Duly sworn by Mr John Morgan their foreman declare upon their Oath that they find for the Deft Cost of Court It is therefore considered by y Court that y said John recover against y said Abraham the sum of four pounds 1/ lawfull money allowed him with his Assent for his Costs in defending the Suit of the said Abraham — The said Abraham come into Court in his proper person & appeals from y judgment of this Court to y Superiour Court of judicature to be holden at Springfield within and for y County of Hampshire on y fourth Tuesday of September next Ensuing & he recognizes with Sureties as y Law directs for his prosecuting y Appeal with Effect & by said recognizance as on file it appears

Pomeroys Admrs v Blanchard 121

Ebenezer Pomeroy Gent and Esther Pomeroy Widow both of Northampton in y County of Hampshire Administrators on y Estate of Elisha Pomeroy late of said Northampton Gent dec intestate Plt — Nathaniel Blanchard of Shutesbury in y County aforesd yeoman Deft in a plea that said Nathaniel render to said Ebenezer & Esther four pounds 11/ lawf which from them he unjustly detains & whereon y said Ebenezer and Esther say that heretofore in y Term of y last Tuesday of August 1762 in our said Inferiour Court holden at Springfield they y said Ebenezer & Esther by y judgment of said Court recovered against y said Nathaniel four pounds 11/6 lawfull mony as aforesaid for damages sustained as well by reason of a certain Trespass upon y Case lately done by y said Nathaniel as also for Expences & Costs Expended by them in & about their Suit whereof the said Nathaniel is convict as by y Record thereof in our Inferiour Court

Court still remaining manifestly appears which said Judgment
is yet in full force not satisfied nor reversed And the sd Ebenezer &
Esther towit afterwards on ye Eighteenth day of September 1762 sued
out Writ of Exon thereon yet ye same was returned wholly unsatisfied
& the afterwards towit on ye tenth day of Decemr 1762 they sued
out an Alias Execution on ye same judgment yet ye same was
returned wholly unsatisfied whereby Action accrued to ye said
Ebenezer & Esther to demand & have of ye said Nathaniel the said
four pounds Eleven shillings & one farthing &c as in the Writ
The ptts appear by Simeon Strong Gent their Attorney & ye Deft being
three times publickly called makes default of appearance in Court
Therefore it is conidered by ye Court that ye sd Ebenezer & Esther
the Administrators do recover against the said Nathaniel Blanchard
as aforesaid Six pounds 3/7th of lawful mony
Debt & Damages for detention of the same & Cost of Court taxed at one pound 18/10 and thereof &c
Exon is 26th Sept 1763

Ebenezer Pomeroy Gent and Esther Pomeroy Widow both of
Northampton in ye County of Hampshire Administrators on the
Estate of Elisha Pomeroy Lately of said Northampton Gent Decd
ptts vs Joseph Lock of Shutesbury in ye County aforesd yeoman
Deft in a plea that ye said Joseph render to said Ebenezer & Esther
the sum of two pounds 0/10 Lawful money which from them
he unjustly detains & whereon ye said Ebenr & Esther say that at a Court
holden before Samuel Mather Esq one of our justices of ye Peace at our
Justices dwelling House in northampton aforesd on ye 16th Day of Augt
Anno 1763 they the said Ebenezer and Esther in their said
Capacity by ye judgment of said Justice recovered against ye said
Joseph two pounds 0/10 Lawful mony which were adjudged to ye
said Ebenezer and Esther as well by reason of a certain trespass
upon ye Case Lately done by ye said Joseph as also for their Expences &
Cost in and about their Suit in that particular; whereof he is
convicted as by ye Record thereof in Court to be produced doth appear
which judgment is yet in full force not reversed nor satisfied
& tho ye said Ebenezer & Esther after ye recovery of ye judgment aforesd
to wit on ye ninth day of September 1763 did sue out Exon
upon ye same Execution was afterwards returned in no part satisfied
whereby Action accrued to ye said Ebenezer & Esther to have of & from ye said
Joseph the said Two pounds 0/10 &c as in ye Writ
The ptts appear by Simeon Strong Gent their Attr & ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye sd Ebenezer & Esther recover
against ye said Joseph two pounds 18/11 of Lawful money & Damages Debt and
Cost of Court taxed at one pound 19/8 & thereof he ye said Exon is 24th Sept 1763

John Hunter of Pelham in ye County of Hampshire yeoman Ptt vs
Jonathan Nye Junr of Hardwick in ye County of Worcester yeoman Deft
in a plea of the Case for that ye sd Jona at Pelham on ye third day of
August 1763 by his note of that date for Value rec'd promised s'd John
to pay him thirteen pounds 13/0 Lawful money on ye thirteenth day
of ye same August with Interest till paid &c as in the Writ
The Ptt appears by Simeon Strong Gent his Attr & ye Deft being three
times publickly called makes default of appearance in Court It is
therefore considered by ye Court that ye said John recover against ye said
Jonathan fourteen pounds 12/4 p of Lawful mony damages Cost of
Court taxed at two pounds 0/10 and thereof he may have his Execution
Exon is 24th Sept 1763

.3 B

Pomeroys Admrs
vs
Blanchard

Idem
Admr
vs
Lock

V 22

Hunter
vs
Nye Junior

V 23

344 Gaylord vs Price

Samuel Gaylord of Hadley in the County of Hampshire yeoman Plt vs Jonathan Tick lately of Oxford in y County of Worcester yeoman Deft In a plea of the Case for that said Jonathan at said Hadley on y Fourth day of June 1767 by his note of that date for Value rec promised y said Samuel to pay him or his order three pounds 5/5 lawful money on or before y Fourth day of June 1768 &c as in y Writ

124 The Plt appears by Simeon Strong Gent his Attt & y Deft being three times publickly called to come into Court makes default of appearance

Therefore it is considered by y Court that y said Samuel recover against y said Jonathan three pounds 5/5 of lawful money damages and Cost of Court taxed at one pound 19/0½ & thereof &c

Execon is 29th Sept 1768

Marsh vs Ferry

Moses Marsh of Hadley in y County of Hampshire Gent Plt vs Jonathan Ferry of Brimfield in y County aforesaid yeoman Deft

125 in a plea of the Case for that said Jonathan at said Hadley on the 21st day of April 1767 by his note of that date for Value rec promised s Moses to pay him or his order five pounds 11/0 within twelve months from y Date of s Note with Interest &c as in y Writ

The Plt appears by Simeon Strong Gent his Attt & y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that the said Moses recover against the said Jonathan Six pounds 0/1 of lawful money damages & Cost of Court taxed at one pound 16/2 & thereof &c

Execon is

White vs Pool

David White of Hardwich in y County of Worcester Clerk Plt vs Samuel Pool of Shelburne in y County of Hampshire Gent Deft

120 In a plea of the Case for that said Samuel at Springfield on the 16th Day of September 1766 by his note of that date for Value rec promised said David to pay him or his order Six pounds lawful money on or before the first day of November then next with lawful interest &c as in the Writ

The Plt appears by Simeon Strong Gent his Attt and y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said David recover against y said Samuel seven pounds 0/14/2 of lawful money damages and Cost of Court taxed at two pounds 2/0 & thereof &c

Execon is 11th March 1769

Thompson vs Lock

James Thompson of Pelham in y County of Hampshire yeoman Plt vs Joseph Lock of Shutesbury in y County aforesaid yeoman Deft in a plea of the Case for that said Joseph at s Shutesbury on

121 the sixth day of August 1765 by his note of that date for Value rec promised the said James to pay him or his ord 3£/0 on demand with Interest &c Also for that said Joseph at s Shutesbury on y same sixth day of August aforesd by his other note of y same date for Value rec promised y said James to pay him or his order 3£/0 like money on demand &c Also for for that said Joseph at said Shutesbury on y same day aforesd by his other note of that date for Value rec promised y said James to pay him or his order another Sum of 3£/0 like lawful money on demand with Interest Also for that said Joseph at said Shutesbury on y same day aforesd by his other note of that date for Value rec promised y said James to pay him or his order another Sum of 3£/0 like money on demand &c

Alx

Also for that said Joseph at said Shutesbury on ye same day afores[d] 31[li]
by his other note of that date for Value rec[d] promised ye said
James to pay him or his order 3[li] lawful mony on demand with Thompson
Interest &c And also for that said Joseph at said Shutesbury on
the same day aforesaid by his other note of ye same date for Vs
Value rec[d] promised the said James to pay him or his order another Lock
Sum of one pound 1/ like lawful mony on demand with Interest
&c Also for that said Joseph at said Shutesbury on ye same day afores[d]
by his other note of that date promised said James to pay him
or his order another Sum of one pound 1/ on demand with
Interest till paid &c as in the Writ
The pltf appears by Simeon Strong Gent his Attr & ye Deft being
three times publickly called makes Default of appearance in Court
Therefore it is considered by ye Court that ye said James do recover
against the said Joseph fourteen pounds 3/3¾ of lawful mony
damages & Cost of Court taxed at two pounds o/2 & thereof &c
Excon is 29th Sept[r] 1768

(9)
William Boltwood of Amherst in ye County of Hampshire Gent Pltf Boltwood
Oliver Taylor of South Hadley in ye County afores[d] yeoman Deft Vt
in a plea of ye Case for that said Oliver at said Amherst on ye 21st Day Taylor
of January 1768 by his note of that date for Value rec[d] promised Vs[d]
one Solomon Boltwood to pay him or his order three pounds o/ lawful money on demand with Interest &c And afterwards to wit on ye Tenth day of August Current said Solomon by his Indorsment ordered ye Contents of said note then wholly due & unpaid to be paid to ye said ~~William~~ of all which ye said Oliver instantly had notice and so became liable to pay ye Contents of said note to William in Consideration thereof said Oliver promised said William to pay him the said Sum on demand &c as in ye Writ
The pltf appears by Simeon Strong Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court Wherefore it is considered by ye Court that ye said William recover against ye said Oliver the Sum of three pounds 11/6 of lawful mony damages & Cost of Court taxed at one pound 14/8 thereof &c
Excon is 29th Sept[r] 1768

Simeon Strong of Amherst in ye County of Hampshire Gent Strong
Pltf vs Joseph Hubbard of Hadley in ye County afores[d] Gent Deft Vt
in a plea of the Case for that said Joseph at said Amherst on ye Hubbard
tenth day of August Anno 1768 by his note of that date for V29
Value rec[d] promised said Simeon to pay him or his order fourteen pounds 13/10¾ on demand with Interest &c as in ye Writ
The pltf appears ~~by~~ in his proper person and ye Deft being three times publickly called makes default of appearance in Court Wherefore considered by ye Court that ye said Simeon recover against ye said Joseph fifteen pounds 12/6 of lawful mony damages & Cost of Court taxed one pound 17/6 thereof &c
Excon is 29th Sept[r] 1768

Simeon Strong of Amherst in ye County of Hampshire Gent pltf vs John Idem
Lyman of Hadley in ye County afores[d] Gent Deft in a plea of the Case Vs
for that said John at said Amherst on ye Fourth day of August Current by Lyman
his note of that date for Value rec[d] promised ye said Simeon to pay him V30
or his order Eighteen pounds 19/5 on demand with Interest &c as in ye Writ
The pltf appears in his proper person and ye Deft being three times
publickly called makes default of appearance in Court Wherefore
considered by ye Court that ye Simeon recover against ye John nineteen pounds
19/5 of lawful mony damages Costs of Court taxes at one pound 15/6 thereof &c
Excon is 29th Sept[r] 1768

316

Rupell vt Scott

Jonathan Rupell of Sunderland in y County of Hampshire yeoman Plt vs Elisha Scott late of Sunderland in y County aforesd yeoman an Absent and absconding Debtor ~~more in my power~~ ~~Defendant~~ ~~of Nathan Scott of Sunderland aforesd yeoman~~ Defendt in plea of the Case for that said Elisha at said Sunderland on the

13L fifth day of August Anno 1767 by his note of that date for Value Recd promised y said Jonathan to pay him y Sum of twelve pounds 13/4 lawful money by y first day of May then next following y Date of said note & yet y said Elisha tho often requested hath never paid y same or any part thereof But has always refused and still Refuses to doit, And y said Jona says that y said Elisha since y making of y aforesaid note has absconded and withdrawn himself out of this province into parts unknown leaving Goods Estate Effects and Credits of his own in y Hands & possession of ~~the Plaintiffs Father~~ Nathan Scott of Sunderland aforesd yeoman and that y damages which have arisen by means of y said Elishas not performing his promise aforesd may be paid and satisfied of y said Goods, Estate Effects & Credits now in y Hands and possession of y said Nathan as y said Elisha,s Attorney, Factor, Agent, & Trustee according to ye Law of this our Province of the Massachusetts Bay in New England in such Cases made provided y said Jona brings this Suit & Nonperformance of y said promise of y said Elisha being to y Damage of y said Jonathan the Sum of twelve pounds - And the Sheriff, Deputy viz Wm Sol. Boltwood now returns that he has summoned the said Nathan Scott to appear and answer the Plts action aforesaid - The Plt. appears by Wm Simeon Strong his attorney and humbly moves that y cause may be continued to the next Term & y said parties have a day before y Lord y King here until y second Tuesday of November next ensuing the 3d last Tuesday of Augt. aforesaid

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Moffatt vt Packard

Joseph Moffatt of Greenwich in y County of Hampshire yeoman Plt vs Eleazar Packard of Hardwick in y County of Worcester yeoman Defdt in a plea of y Case for that y said Eleazar at said Greenwich on y 11th Day of

13L February 1767 by his note of that date for Value Recd promised said Joseph to pay him or his order five pounds 5/o lawful mony in good Wheat and to deliver the same to said Joseph at the said Josephs dwelling House in said Greenwich on or before y first day of Decr then next ensuing y Writ The plt appears by Simeon Strong Esqr his Attorney & Deft being three times publickly called makes default of appearance in Court & his therefore considered by y Court that y said Joseph recover against the said Eleazar five pounds 5/o of lawful money damages & Cost of Court taxed at one pound 7/10 & thereof he

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Gibbs Appt vt Townsend Appes

Abraham Gibbs of Greenwich in y County of Hampshire yeoman Appt vs John Townsend of said Greenwich Esqr Appd from y Judgment of Josiah Chauncy Esq one of his Majestys Justices of y Peace for y County aforesaid at a trial before him on y Fourth day of

133 July 1768 at which Trial y said Abraham was Plt and y said John Deft in a plea of y Case for that said John at said Greenwich on y Last day of May last past owed said Abraham y Sum of 6/2 for Sundry Articles of Cloathing as y said Abraham then & there in Consideration thereof promised said Abraham to pay him y same on demand Yet said John tho often requested hath never paid y same or any part thereof But refuses to doit To y damage of y said Abraham

Abraham ten Shillings The sd Abraham appeared by in his proper 347
person and the said John Townsend by Elisha Porter Gent his Attr
appeared & defended & for plea said he owes ye Pltt nothing in man- Gibb Appt
ner & form &c and there of prayed judgment of sd Justice and ther vs
Abraham likewise The said Justice having heard the Proofs and Townsend
Allegations of ye said Parties rendered judgment that ye Deft should
recover against the Pltt his Costs of Suit taxed at one pound 7/4 &c
And the said Abraham appealed from the judgment of said
Justice to this Majestys Inferiour Court of common Pleas next to
be holden at Springfield for ye last Tuesday of August their next & hee entered
into Bonds for his prosecuting his appeal &c - And now at this
Term the parties come here and upon the plea aboveaid originally
tendered by the deft, they are now at Issue and thereof put themselves
on the Country - Thereupon the Jurors of the Jury at this time ac-
cording to the Form and effect of the Statutes in this behalf provided
returned and impanelled being demanded likewise come here
who to say the truth concerning the premises being duly sworn
by John Morgan Gentleman their foreman declare upon their oath
that they find for the appellee affirmation of the former Judgment
and Costs of Court - It is therefore considered by the court that
the said Justice's Judgment aforesd be and it is hereby affirmed
and it is also considered that the said John Townsend do recover agt
the said Abraham Gibb four pounds nineteen Shillings and six pence
of lawful money allowed him with his assent for the Costs & expenses
of defending the suit aforesd & thereof &c Exd 12th Sept: 5th 1768 —

William Colton of Springfield in ye County of Hampshire Colton
Cordwainer Pltt vs Simon Howard of Cambridge in ye County vs
of Middlesex Victualer Deft in a plea of the Case for that said Howard
Simon on ye ninth day of May last past at Springfield by his 134
Note for Value rec promised one Charles Colton to pay him
or order fifty pounds lawful money on demand with Interest
till paid, And ye said Charles there afterwards on ye same day
by his Indorsment ordered ye Contents then wholly due unpaid
to be paid to ye sd William whereof ye said Simon had notice
by reason of ye Premises the said Simon became liable to pay
the said Sum of Fifty pounds to ye said William & ye said Simon
in Consideration thereof promised said William to pay him the
same sum with Interest according to ye Tenor of sd Note &c as in ye Writ
The Pltt appears by Jonathan Bliss his Attr and ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said William recover
against the said Simon the Sum of forty six pounds 0/1 of lawful
money Damages & Cost of Court taxed at two pounds 2/6 & thereof &c
Exd in id 12th Sept: ye 1st d —

Samuel Colton of Springfield in ye County of Hampshire yeoman Pltt for Colton
Samuel Moulton of South Brimfield in ye County afores yeoman Deft vs
In a plea of the Case for that said Moulton on ye 13th Day of May Moulton
Anno 1767 at Springfield by his note for Value rec promised said 135
Samuel Colton to pay him two pounds 18/3 lawful money
on demand with lawful interest for ye same till paid &c as in ye Writ
It is Also

31D
Colton & vt Moulton

~~His Here~~ The ptt appears by Jonathan Bliss Gent his attr & ye Deft being three times publickly called makes default of appearanu in Court His therefore considered by ye Court that ye said Samuel Colton recover against ye said Samuel Moulton three pounds 0/0 of lawful money damages & Cost of Court taxed at one pound 13/2 thereof &c

Execn is 26th Sept 1766

Dennie & Lamb

vt

3D

John Dennie of Cambridge in ye County of Middlesex Merchant ptt vs Daniel Lamb of Springfield in ye County of Hampshire yeoman Deft in aplea of ye case for that said Daniel on the twenty ninth day of January last past at Springfield by his note of that date for Value rec promised said John to pay him fifty pounds lawful mony by ye first day of May thenext Ensuing with Interest till paid &c as in the Writ

The ptt appears by Jonathan Bliss Gent his attr and ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said John do recover against ye said Daniel thirty four pounds 0/0 of lawful mony damages & Cost of Court taxed at two pound 15/2 & thereof &c

Execn is 26th January 1767

Pomeroy & Ely

17

37

Oliver Pomeroy of Stepney in ye County of Hartford & Colony of Connecticutt Trader ptt vs John Ely of Springfield in ye County of Hampshire yeoman Deft in aplea of the Case for that ye said John on ye twenty first Day of July 1766 at Springfield aforesd by his note of that date for Value rec promised ye said Oliver to pay him twenty four pounds lawful mony worth of Good Merchantable Grain in four months from that Time with use after ye Expiration of that Time till paid &c as in the Writ

The ptt appears by Jonathan Bliss Gent his attr and ye Deft being three times publickly called makes default of appearance in Court Therefore His considered by the Court that the said Oliver do recover against the said John Eighteen pounds 0/0 of lawful mony damages Cost of Court taxed at one pound 13/10 & thereof &c

Execn is 29th Septr 1767

Pynchon & Glover

38

Charles Pynchon of Springfield in ye County of Hampshire Physician ptt vs Samuel Glover of Wilbraham in ye County aforesd yeoman Deft in a plea of Ejectment wherein he demands against ye said Samuel a Mesuage & Tract of Land containing by Estimation two hundred Acres being ye Farm on which Capt Samuel Day formerly lived and on which ye said Samuel lately dwelt in ye outward Commons on ye East side of Great River in ye Middle division of said Commons being part of ye Lotts laid out to Samuel Mun Joseph Cooley, Jon Morgan, James Taylor, John Stewart, Joseph Ely Wid, Sikes, Henry Rogers, Jno Colton, Jno Lamb & John Miller & 2 bounds Easterly on ye Turn of Chicopee River at ye mouth of twelve mile Brook northerly on ye Lott originally laid out to Quarter Master Colton Southerly on ye School Lott & Westerly as follows viz that part of said Tract which contains part of ye Lotts of James Mun Joseph Ely Wid Sikes John Stewart Joseph Cooley & Jon Morgans James Taylor extend Westerly to a Brook that runs into ye River at ye place called Canoo place & that part thereof that is part of ye Lotts of Henry Rogers Jno Colton Jno Lamb & Jno Miller Extends one Mile

Westward

Westward from the aforesd East Boundary & that part thereof which 319
is part of John Holyokes Lott extends westerly till it comes to a Hollow
that comes out of sd Grass platts it being sd Farm sold by Daniel Lamb Simeon
to Samll Day & by sd said Samll Day to sd Samuel Glover with sd Appurtenances Glover
and says that sd Samll Glover being seized of sd said Messuage & Tract
of Land with their appurtenances on sd 27th Day of July 1763 by his
deed of that date in Ct to be produced for sd Consideration of three
Hundred & fifty pounds lawful money granted & Conveyed sd same to
the said Charles whereby he became seized thereof in his Demesne
as of Fee & being seized thereof the said Samuel illegally & without
judgment entered thereon & Dispeized sd Charles &c as in the Writ
The plt appears by Jonathan Bliss Gent his Attry & Deft being three
times publickly called makes default of appearance in Court
His Therefore considered by sd Court that sd said Charles recover
against sd said Samuel Possession of sd Premises & and Cost of sd
Court taxed at one pound 7/2 & thereof he may have his Execon &c

Execon is 5th Oct to 1763

Bildad Fowler of Westfield in sd County of Hampshire Trader Attor 5
Ebenezer Burt of Springfield in sd County aforesd yeoman Deft in a plea Fowler
of the Case for that said Ebenezer at said Springfield on second day of vt
November 1763 by his note for Value rec promised sd Bildad to pay him Burt
five pounds 0/0 lawful mony by the first of July then next
with lawful interest till paid &c as in the Writ 3 Bl
The Deft appears by Jonathan Bliss Gent his Attry & Deft being three
times publickly called makes default of appearance in Court
His Therefore considered by the Court that sd said Bildad do recover
against the said Ebenezer Six pounds 0/6/0 lawful mony damages
and Cost of Court taxed at one pound 0/10 and thereof &c

Execon is 7th Feby 1764

George the Third &c To the Sheriff &c
Whereas Luke Bliss Gent & Lewis Bliss Gent both of Springfield in sd Bliss Admr
County of Hampshire Administrators of sd Estate of Luke Bliss late vt
of Springfield aforesd Dec intestate by sd Consideration of our Justices Nivins
of our Inferiour Court of Common pleas holden at Springfield in
& for our County of Hampshire aforesaid on sd third Tuesday of May 10
in sd fifth year of our Reign recovered judgment against James
Nivins of Greenwich in our County of Hampshire Gent for sd Sum
of five pounds 0/0 lawful mony damages and one pound 0/6/8 lawful
mony costs of Suit whereof the said James Nivins is convicted as appears
to us of Record and whereas the said Lewis Bliss is since dead & we are
informed by and on sd Behalf of sd said Luke Bliss Administrator as
aforesaid who hath survived the said Lewis that altho judgment
be thereupon given yet Execon of sd said Damages & Costs still remaining
to be made whereupon sd said Luke hath prayed us that proper
Remedy may be provided for him in this Behalf And we being
willing that what is just should be done on this behalf Command
you that you make known to sd said James Nivins that he be before
our justices of our Inferiour Court of common pleas next to be
holden at Springfield within and for our County of Hampshire on sd
last Tuesday of August current then and there to shew cause if any
he has why sd said Luke Bliss surviving Admr as aforesaid
ought

320

Ought not to have his Laccution against him for his damages and Costs aforesaid recovered as aforesd and farther to do Receive &c as our said Court shall then & there consider &c

Bliss Admr
vs
Nivins

The pltt appears by Jonathan Bliss Gent his Attr & the Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Luke the Administrator recover against the said James Eight pounds 13/0 3/4 of Lawful mony Debt and damages Cost of Court taxed at one pound 11/10 & thereof &c

Excon is 29th September 1762

Allen
vs
Morgan
141

Luke Bliss of Springfield in the County of Hampshire Gent Attor Joseph Morgan of said Springfield yeoman Deft in a plea of the Case for that said Joseph on the fourth day of Febr 1762 at Springfield aforesd by his note for Value rec promised the said Luke and one Lewis Bliss since Dec and whom the said Luke hath survived to pay them two pounds 18/3 Lawful mony on demand with Interest till paid And also for that said Joseph afterwards on the same day by his other note for Value rec promised the said Luke & Lewis to pay them the further sum of 8/0 Lawful mony on demand &c as in the Writ

The pltt appears by Jonathan Bliss Gent his Attr & the Deft being three times publickly called makes default of appearance in Court His therefore considered by the Court that the said Luke recover against the said Joseph four pounds 9/1 of Lawful mony damages and Cost of Court taxed at one pound 8/6 and thereof &c

Excon is 4th Octo 1762

Allen
vs
Brooks
142

Luke Bliss of Springfield in the County of Hampshire Gent Attor Noah Brooks of said Springfield yeoman Deft in a plea of the Case for that said Noah on the twenty fourth day of February 1763 at Springfield aforesd by his note for Value rec promised said Luke and one Lewis Bliss since dec and whom the said Luke hath survived to pay them twelve pounds 11/16 1/2 Lawful mony in six months from that time with Interest till paid &c as in the Writ

The pltt appears by Jonathan Bliss Gent his Attr & the Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Luke recover against the said Noah Sixteen pounds 14/10 1/2 of Lawful money damages and Cost of Court taxed at one pound 6/10 & thereof &c

Excon is 4th Octo 1762

Allen
vs
Hitchcock
143

Luke Bliss of Springfield in the County of Hampshire Gent Admr of all & singular the Goods & Chattels Rights & Credits of Luke Bliss late of said Springfield Gent Dec'd Attr vs Ebenezer Hitchcock Junr of said Springfield yeoman Deft in a plea of the Case for that said Ebenezer on the twenty second day of Dec 1761 at Springfield aforesd by his note for Value rec promised the said Luke then living to pay him three pounds 12/0 Lawful mony by the first day of March then next Ensuing with Interest till paid &c as in the Writ

The pltt appears by Jonathan Bliss Gent his Attr & the Deft being three times publickly called makes default of appearance in Court His therefore considered by the Court that the said Luke Admr aforesd do recover against the said Ebenezer the sum of Six pounds 2/5 1/2 of Lawful mony damages and Cost of Court taxed at one pound 6/10 & thereof &c

Excon is 4th Octo 1762

Jose Mirick of Monson in y County of Hampshire yeoman Pltf vs John Laird of Great Barrington in y County of Berkshire yeoman Deft In aplea of y Case for that said John at said Monson on the second day of Sept r 1765 by his note of that date for Value rec d promised said Jose to pay him Eight pounds lawful money on or before y second day of Sept next with Interest &c as in y Writ The Pltf appears by Moses Bliss Gent his Attr and y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that y said Jose do recover against the said John nine pounds 1/6 3/4 of lawful money damages & Cost of Court taxed at two pounds 2/ & thereof &c

321

Mirick vs Laird

V41

Francis Newton of Granby in y County of Hampshire yeoman Pltf vs John Greenlate of Woodstock in y County of Worcester now residing in Wilbraham in y County of Hampshire joyner Deft in aplea of y Case for that said John at Springfield on y 25th Day of January last past by his note of that date for value rec d promised said John to pay him Eight pounds lawful money on or before y last day of May last past &c as in the Writ — The Pltf appears by Moses Bliss Gent his Attr and y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that y said Francis recover against the said John eight pounds of lawful money damages and Cost of Court taxed at one pound 4/3 & thereof &c

Newton vs Green

V45

Execon is y 7th Nov r 1765

Richard Alsop of Middletown in y County of Hartford Colony of Connecticutt Merchant Pltf vs John Rugg of South Hadley in y County of Hampshire yeoman Deft in aplea of y Case for that said John at Springfield on y first day of July instant was justly indebted to said Richard in y Sum of Eleven pounds lawful money for divers Wares & Merchandizes there before that time sold & delivered by said Richard to said John at his Request & in Consideration there of said John promised said Richard to pay him y same on demand &c as in y Writ The pltf appears by Moses Bliss Gent his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Richard recover against the said John Eleven pounds of lawful mony damages and Cost of Court taxed at two pounds 2/ & and thereof &c

Alsop vs Rugg

V46

Execon is 4th Oct r 1765

George Pynchon of Springfield in y County of Hampshire Gent Pltf vs Timothy Burbank lately of said Springfield yeoman Deft in a plea of y Case for that said George & Timothy at Springfield afores d on y 21st Day of Oct r 1763 accounted together of & Concerning divers sums of Money before that Time due to said George from said Timothy and upon such Act stated y afores d Timothy was found in Arrear to y said George in y sum of two pounds 6/3 Lawful mony & being so found in Arrear said Tim th then & there in Consideration thereof promised s d George to pay him y same on demand with Interest And also for that said Timothy at said Springfield on y first day of July Instant was justly indebted to said George in y Sum of three pounds 7/3 like money by Book Act for divers Wares & Merchandizes before that time sold and delivered

Pynchon vs Burbank

V47

32 Lo
Bynchon
vs
Burbank

Delivered by said George to said Timothy at his Request 2 in Consideration thereof said Timothy promised said George to pay him y same on demand &c as in y Writ — The ptt appeares by Moses Bliss Gent his Attr and y Deft being three times publickly called makes default of appearance in Court, It is therefore considered by y Court y the said George recover against the said Timothy Six pounds 6/10½ of lawfull mony damages Cost of Court taxed at 16/ p10 & thereof

Execon is 30th Sept 1760

Bynchon
vs
Warner
1/4 D

George Bynchon of Springfield in y County of Hampshire Gent Pltr Daniel Warner of Wilbraham in y County aforesaid yeoman Deft in a plea of the case for that said Daniel at said Springfield on the fifth day of May 1763 by his note of that date for Value rec promised said George to pay him seven pounds 10/ lawfull mony on demand with Interest till paid And also for that said Daniel at s Springfield on y tenth day of August in y same year by his other note of that date for Value rec promised s George to pay him 40/ on demand with Interest till paid &c as in the Writ — The ptt appears by Moses Bliss Gent his Attr y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y said George recover against the said Daniel ten pounds 4/6 of lawfull mony damages and Cost of Court taxed at one pound 0/ & thereof &c

Execon is 4th Octo 1763

Dwight Esq
vs
Lilly
1/4 D

Josiah Dwight Esq & Jonathan Dwight yeoman both of Springfield in y County of Hampshire Pltr vs Reuben Lilly of Brimfielding County aforesaid yeoman Deft in a plea of the Case for that said Reuben at said Springfield on y sixth day of Augt last past by his note of that date for Value rec promised y said Josiah & Jon a to pay them or order Six pounds 13/ lawful mony on demand with Interest &c The ptts appear by Moses Bliss Gent their Attr y Deft being three times publickly called to come into Court makes default of appearance here His therefore considered by y Court that y s Josiah & Jonathan recover against y said Reuben y Sum of Seven pounds 1/10 of lawfull mony damages and Cost of Court taxed at one pound 1/2 and thereof &c

Execon

Williston
vs
Colton
1/4 D

Thomas Williston of Springfield in y County of Hampshire yeoman Pltr vs Isaac Colton Lately of said Springfield Gent Deft in a plea of the Case for that said Isaac at s Springfield on y Seventh day of Decr 1763 by his note of that date for Value rec promised said Thomas to pay him 30/ d lawfull mony on demand with Interest &c The ptt appears by Moses Bliss Gent his Attr y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that the said Thomas recover against the said Isaac two pounds 18/11 of lawfull mony damages and Cost of Court taxed at one pound 0/0 and thereof &c

Execon is 6th Jan 1764

Smith
vs
Bliss 2d
1/4 D

Eleazer Smith late of Springfield in y County of Hampshire Blacksmith now residing at Canesborough in s County of Berkshire Pltr vs Samuel Bliss 2d of Springfield aforesd yeoman Deft in a plea of y case for that said Samll at said Springfield on y 2d Day of June 1763 by his note of that date for Value rec promised said Eleazer to pay him two pounds 7/10 mony in somuch worth of Grain at y s Current price on y first day of Decemr then next with Interest &c as in y Writ The ptt appears by Moses Bliss Gent his Attr y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that y s Eleazer recover against y s Samuel two pounds 12/3/10 lawfull mony damages and Cost of Court taxed at two pounds 2/10 and thereof &c

Execon is 31st May 1764

323

Wooster Esq et Pepperell Exrs

152

David Wooster of New Haven in y County of New Haven and Colony of Connecticutt Esqr Pltf vs Lady Mary Pepperell widow Nathaniel Sparhawk junr Merchant both of Kittery in our County of York and William Pepperell of Medford in our County of Middlesex Gent Executors of the Last will and Testament of ye Sir William Pepperell Late of said Kittery Knight and Baronet Decd Defts in a plea of Trespass upon Case for that the said Sir William Pepperell in his Life time to wit at Springfield on the twenty second day of August Dom 1747 being indebted unto the pltf the Sum of four Thousand six Hundred and Seventeen pounds and ~~two~~ pence connecticutt old Tenor equal to the Sum of eight hundred & seventy nine pounds 5/3 1/2 lawful mony of this Province for sundry Sums of money paid by y pltf at y Special Instance and request of y said Sr William Pepperell before that Time to y several Persons and for y several Articles mentioned in the Schedule annexed to y Writ amounting in the whole to Sum of four Thousand six Hundred seventeen pounds & two pence, Hee said Sir William Pepperell then and there in Consideration thereof promised the pltf to pay him the same sum of four Thousand six hundred and Seventeen pounds and two pence on demand Yet y said Sir William Pepperell tho often requested in his Life time paid only three Thousand four hundred and fifty pounds Like old Tenor residue being Eleven hundred Sixty seven pounds and two pence like old Tenor, and Equal to y sum of Two Hundred ~~twenty~~ two pounds six Shillings and five pence half penny Lawful mony the s Sr William Pepperell never paid in his Life Time nor have his s Executors since his Decease nor any nor either of them tho often requested paid y same But refuse to pay it To y Damage of y said David three hundred and fifty pounds

The Pltf appears by John Worthington Esqr his Attorney and the said Mary, Nathaniel and William come into Court by D. Sewall Esq their Attr and defend When and where &c and for plea say their said Testater y said Sir William Pepperell never promised in manner and form as the said David complains and thereof put themselves on the Country and y said David by his Attorney abovenamed viz John Worthington Esq on y said Executors Agreeing that he may waive his demurrer and join the Issue tendred at y Superiour Court replys that y said Executors plea aforesd is Bad and insufficient & no Legal Answer to y Declaration aforesaid and this the said David is ready to verify Wherefore for want of a sufficient plea in that Behalf he pray judgment for his damages and Costs &c And y s Executors by their Attr abovenamed Agreeing to y reservation of y said David as aforesd reply that their plea aforesaid is good and sufficient in Legal answer to y Declaration aforesaid and this they are ready to verify wherefore because the pltf refuses to join y Issue ~~tendred~~ aforesaid they pray judgment for Costs

Thereupon y premises being seen and fully understood by y Court y the Lord the King now here for that it appears to y said Court of y said Lord the King that the plea aforesaid of the said Executors and the matters therein contained are sufficient in Law to preclude y said David from having his aforesd Action maintained against y said Executors &c Therefore it is considered that the said David by his plea aforesd have nothing but that for his Groundless demand he be in mercy &c

His

324

Woosley
Advs
Pepperell Esqr

It is also considered by the Court that the said Mary, Nathaniel and William the Executors aforesaid recover against the said David the Sum of three pounds 1/6 Lawful money allowed them with their Costs in defending the suit of the said David & thereof & The said David by John Worthington Esqd ~~his~~ Attorney aforesaid appeals from y judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for y County of Hampshire on y fourth Tuesday of September next Ensuing And he recognizes with Surities as the Law directs for the said David prosecuting the appeal with Effect as by said Recognizance on file it appears

Mosley
vs
Kattan
153

John Mosely of Westfield in y County of Hampshire Gent Pltf vs Charles Kattan of Roxbury in y County of Suffolk Victualler Deft in aplea of the Case for that said Charles at Springfield on y 14th Day of June Anno 1765 by his note of that date for Value rec promised the said John to pay him or his order Eight pounds on demand with Lawful interest till paid &c as in the Writ The pltf appears by John Worthington Esqd his Attr & y Deft being three times publickly called to come into Court makes default of appearance Its therefore considered by y Court that the said John recover against the said Charles Eight pounds 11/4½ of Lawful mony damages and Cost of Court taxed at two pounds 5/10 thereof &c

Exon is d 10th March 1769

Wood
vs
Shaw &c
154

John Wood of Monson in y County of Hampshire yeoman Pltf vs David Shaw yeoman and William Shaw yeoman both of Palmer in y County aforesaid Defts in aplea of the Case for that said David & William at Springfield on the fifth day of June 1765 by their note of that date for Value rec promised the s d John to pay him or his order two pounds 12/0 on demand with interest till paid And also for that said David & William by their other note on the 31st day of Augt last at Springfield aforesd promised y s d John to pay him three pounds 3/10 on demand with interest till paid &c as in y Writ The pltf appears by John Worthington Esqd his Attorney and y Defts being three times publickly called make default of appearance in Court Its therefore considered by y Court that the said John do recover against them y said David and William seven pounds 18/10½ of Lawful mony Damages & Cost of Court taxed at one pound 1/5 & thereof &c

Exon is d 24th March 1769

Wood
vs
Shaw
155

John Wood of Monson in y County of Hampshire yeoman Pltf vs William Shaw of Palmer in y County aforesd yeoman Deft in aplea of y Case for that s d Wm at Springfield on y 28th Day of Augt 1762 by his note of y t date for Value rec promised s d John to pay him three pounds Lawful money on demand with Interest &c And also for that said William at s d Springfield on y thirteenth day of November 1762 by his other note of that date for Value rec promised John to pay him Eight Milld Dollars on demand with Interest &c And also for that said William at s d Springfield on y sixth day of Nov 1764 by his other note of the last date for Value rec promised said John to pay him or his order three pounds Lawful money on demand & also for that s d Wm at s d Springfield on y 12th Day of May 1766 by his other note of y t last date for Value rec promised y s d John to pay him one pound 5/0 on demand with Interest &c as in y Writ The pltf appears by John Worthington Esqd his Attr s d Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court y t s d John recover against y d William Eleven pounds 1/10½ of Lawful mony damages & Cost of Court taxed at 1/11 Brid &

Exon is 24th March 1769

Abel Cadwell of Westfield in y County of Hampshire yeoman Pltf vs
Moses Dewey of said Westfield yeoman Deft in a plea of y Case for that
said Moses at Springfield on the sixth day of June Dom 1761 by his
promissory note in writing under his hand of that date for
Value rec'd promised said Abel to pay him seven pounds l/s/o on
demand with Lawful interest for the same till paid, Yet said
Moses tho often requested hath never paid the same or any
Penny thereof But unjustly neglects it To y damage of y said
Abel as he saith the sum of Ten pounds

32 B

Cadwell vs Dewey

V 6

The parties abovenamed appear by their respective Attornies
viz The pltf by John Worthington Esq and y Deft by John Phelps
Gent and humbly pray that this case may be continued until
the next, And it it considered that y said parties have a Day
before the Lord the King in this Court here until y second
Tuesday of November next Ensuing the said last Tuesday of August &c
Term of this Inferior Court

Francis Stebbins of Springfield in y County of Hampshire yeoman
Pltf vs Thomas Dewey of Westfield in y County aforesd yeoman Deft
in a plea of the Case for that said Thomas at said Springfield on y 21th
day of March 1761 by his note of that date for Value rec'd promised
the said Francis to pay him seven pounds l/s/o lawful money within
one month from y Date of said note with Interest &c as in the Writ
The pltf appears by John Worthington Esq his Att'y & y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y Court that the s'd Francis recover
against the said Thomas Seven pounds 16/11½ of Lawful money
damages and Cost of Court taxed at one pound 9/11 2 thereof Def
Execon is y 11th Decr 1761

Stebbins vs Dewey

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Elisha Lord of Pomfret in y County of Windham in y Colony of
Connecticutt Physician Pltf vs Nathaniel Mighill of
Brimfield in y County of Hampshire yeoman & Sarah his Wife
late Sarah Bailess Defts in a plea of y Case for that the said Sarah
at said Brimfield on y last day of December A Dom 1761 being
justly indebted to y said Elisha the sum of three pounds l/s/o
lawful money for Medicines and Attendance before that Time
at her special Instance & Request by him as her Physician
afforded her in her sickness she then being Feme sole she the s'd
Sarah then and there in Consideration thereof promised y said
Elisha to pay him y same on demand Yet y said Sarah tho
often requested never paid y same or any part thereof To y' Pltf
while she continued Sole and unmarried neither hath the said
Nathaniel and Sarah ever paid y same or any part thereof since
their Intermarriage together tho often thereto requested But they
unjustly neglect it To y damage of y said Elisha five pounds
The pltf appears by John Worthington Esq his Att'y and the said
Nathaniel and Sarah by Simeon Strong Gent their Att'y come
into Court and reserving Liberty to waive this plea & make
any new plea on y' Tryal of the appeal say that they never
promised requested y' Medicines mentioned in y' Pltfs declaration and
thereof put themselves on y' Country And y said Elisha by his
Att'y abovenamed consenting to y above Reservation says that the
Defts plea above pleaded and the matter therein contained are in fact

Lord Adm Mighill Att'y

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Lord
vt
Mighill &c

Insufficient in Law and that he is not holden to answer thereto and thereof prays judgment for his damages and Cost, and ys Defts say their aforesaid plea is sufficient and therefore pray judgment for Cost Thereupon all and singular ys premises being seen and fully understood by the Court of the Lord ys King now here for that it appears to ys said Court that ys plea aforesd of ys Defts in manner & form above pleaded and ys matters therein contained are not sufficient in Law to preclude the said Elisha from proceeding in his said Action or from his damages and Cost aforesd Therefore it is considered by ys Court that the said Elisha recover against ys said Nathaniel and Sarah three pounds 2/o of lawful money damages & Cost of Court taxed at two pounds 5/d and thereof &c The said Nathaniel and Sarah by Timothy Danielson Esqr their Attr appeal from ys judgment of this Court to ys Superiour Court of judicature to be holden at Springfield in and for ys County of Hampshire on ys fourth Tuesday of September next ensuing And he recognizes with Sureties as ys Law directs for their prosecuting ys Appeal with Effect as by s.d recognizance aron file it appears

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Bardwell
vt
Bond
154

Joseph Bardwell of Belchertown in ys County of Hampshire yeoman Pltf vs Nathaniel Bond of Sturbridge in ys County of Worcester Gentn Deft In a plea of ys Case for that said Nathaniel at Springfield on ys 30th Day of March last past by his note of that date for Valued promised the said Joseph to pay him three pounds lawful money on demand with interest till paid &c as in the Writ
The Pltf appears by John Worthington Esq his Attr & Deft being three times publickly called makes default of appearance in Court Its therefore considered by ys Court that ys said Joseph recover against ys said Nathaniel three pounds 10/3½ of lawful money damages and Cost of Court taxed at one pound 7/5 & thereof &c
Execon is 5th Decr/60

Warner
vt
Taylor
160

Esther Warner of Granby in ys County of Hampshire Spinster Pltf vs Reuben Taylor of South Hadley in ys County aforesd Yeoman Defdt in plea of the Case for that said Reuben at Springfield on ys 13th Day of Novr 1767 by his note of that date for Valued promised ys Esther to pay her two pounds &c in Salt on or before ys 20th Day of May then next with Interest till paid &c as in the Writ
The Pltf appears by John Worthington Esq his Attr & Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ys Court that ys said Esther recover against the said Reuben two pounds 7/10¾ of lawful money damages & Cost of Court taxed at one pound 12/7 & thereof &c Ex is 29th Septr/60

Partridge &
Cooley
vs

Oliver Partridge of Hatfield in the County of Hampshire Esqr Sheriff of ys same County Pltf vs Azariah Cooley yeoman Joseph Thompson Gent & Nicholas Holbrook yeoman all of Brimfield in ys County aforesd Defts in a plea that ys said Azariah Joseph and Nicholas render to ys Pltf two thousand pounds lawful money which to him they owe & from him unjustly detain and whereon he says that at Springfield on ys fifteenth day of April Anno Dom 1767 they by their Bond of that date in Court to be produced bound & obliged themselves to ys Pltf in the

Turn

Sum of two Thousand pounds to be paid him on demand bearing Wit
The Plt appears by Jotha Worthington Esq his Attorney and the said
Azariah, Joseph and Nicholas being three times publickly
called make default of appearance in Court — It is therefore
considered by the Court that the said Oliver recover against the said
Azariah, Joseph and Nicholas Two Thousand pounds of Law Sulmony
and execution awarded him for the sum of £31.0.11 part thereof payable by Bill Single &
Debt and Cost of Court taxed at two pounds 1/4 ~~and thereupon~~

Ex is 30th Decr 1766

Parkidge Esq
vs
Cooley &c

Ichabod Lee of Westfield in the County of Hampshire Yeoman Plt
Bildad Fowler of said Westfield Yeoman Deft in a plea of the Case for that
whereas on the eighth day of December Anno 1766 before Eldad Taylor
of Westfield aforesaid one of the justices of the peace for said County of
Hampshire one Lemuel Martindale of Greenfield recovered judg
ment against James Watson late of Springfield Yeoman, for twenty four
shillings and three pence Debt and twenty one Shillings six pence
for Charges of Suit and whereas by agreement before made between
the said Lemuel & said Bildad the property of the Contents of the said
Debt and Coste was in the said Bildad, and the said Bildad accordingly on the twenty fifth day
of the same Decemr at said Westfield sued out our Execution on the
judgment aforesd from the said Justice in Form as by Law of this
province is prescribed and committed the same then and thereto
the Plt then being one of the Constables of the said Town of Westfield
to Execute and return according to Law and whereas one Joseph
Barber then of said Westfield was then possessed of a yoke of young
Cattle Steers which he had before bro of the said James Watson under a
Contract and on Terms then unknown to the Plaintiff and the Bildad
then and there requested the Plaintiff to go to said Barber and Take the
same Cattle from him by Virtue of the Execution aforesaid as the
Estate of said James Watson and by the proceeds of the Sale thereof
to satisfy the same Execution and the Plt being in Doubt whither
by Law he might take the same Cattle by said Execution as the
said Bildad requested him as aforesaid the said Bildad then & there
affirmed to the Plt that the same were the property of the said James and
liable by Law to be taken by the Execution aforesd and to be sold to
pay and satisfy the same and in consideration that the Ichabod would
go to sd Barbers and take the same Cattle from him by Virtue of the
Execution aforesaid and by the proceeds of the Sale thereof satisfy the
same Execution he the sd Bildad then and there agreed and by his
writing under hand promised and engaged the Plt that he would
well and truly indemnify and save him harmless from all
Cost and Trouble that might arise to the Plt in consequence of his
going to said Barbers and taking the same Cattle out of his possession
by the Execution aforesd & satisfying the same Execution by the proceeds
of the Sale thereof and the Plt says that regarding the request of said
Bildad and relying on his declaration promise & Engagement —
aforesaid, he then and there went to said Barbers took the Cattle out of
his possession by Colour of the said Execution & Disposed of them by
Sale at Publick Vendue to the highest Bidder in order to pay & satisfy
the same Execution by the proceeds of the said Sale and that he

Lee
vs
Fowler
&c

Satisfied

32d
Lee
11
Fowler

satisfied the same Execution of the proceeds thereof & thereaccordingly
And pltff says that before pd twenty fifth day of Decr 1767
on the twelfth day of Feby then next preceding the said James
Watson as is since made to appear had ceased the same Cattle
to pd said Barber for the Term of three years to work pd same Cattle in
his Business for his profit during that Term and to keep them well
and at y End of said Term to deliver them to said James at William
Watsons House in the new Township then called Number four now
Becket in y County of Berkshire and that the said Cattle were not
liable by Law to be taken by Virtue of the said Execution as y
Cattle of said James out of and from y possession of said Joseph
And that afterwards viz! on y 30th Day of July Anno 1767 the said
Joseph Barber commenced his Action of Tresspass against y Plantf
for taking the Cattle aforesaid in manner aforesd and prosecuted y
same at our Inferiour Court of Common pleas holden at Springfd
on y last Tuesday of Augt last at which Court pd Joseph recovered
against y Plt seven pounds Damages & Costs of Suit from which
judgment y Plt appealed to y Last Inferiour Court of Judicature Crt
of Assize and General Goal delivery holden at Springfield on y 4th
Tuesday of September last when & Where pd Joseph recovered against
the Plantf final judgment for two pounds Lawful mony Damages
and Eight pounds 11/10 for his Costs and Charges by him about his
Suit in that behalf Expended for which Sums so recovered the sd
Joseph hath sued out our Writ of Execution against him and he
hath been Obliged to pay the same and y Plt says he was sub
jected to great Trouble and at great Expence of Time & that he
necessarily expended more than five pounds Lawful money in
Cash in defending himself against y said Suit & the said Joseph by
his Time and Trouble aforesaid besides his Expence of Money afore
was well worth forty Shillings more of all which pd said Bildad
at said Springfield on y last day of said September was well
knowing Yet tho often requested the said Bildad never defended
or saved y Plt from y Suit aforesaid nor hath he saved y Plt
from y Expence & Cost aforesd But wholly neglects and denies
to do it To y Damage of pd said Ichabod twenty pounds
The plt appears by John Worthington Esq his Attorney and the said
Bildad by Jonathan Bliss Gent his Attorney comes and defends &
and reserving to himself Liberty of waiving this plea at y Trial at y
Superiour Court and of then pleading any new matter says that
he is not guilty in manner and form as y Plt has declared against
him and thereof puts himself on y Country — And the said
Ichabod Lee by his Attr above named consenting to y aforesd reservation
of pd said Bildad says that y plea aforesaid of pd said Bildad in
manner and form as aforepleaded & matters therein contained
are not a sufficient answer to his Declaration and that he is not
holden by Law to make any Answer thereto & this he is ready to verify
Wherefore for want of a sufficient plea of pd said Bildad in this behalf
he prays judgment for his damages and Costs —

And

And the said Bildad says his plea aforesaid is sufficient where- 329
fore because the said Ichabod hath not any ways denied the same
he prays judgment for his Costs — Thereupon all & singular L & C
the premises being seen and fully understood by ye Court of s^d V^s
Lord the King now here for that it appears to ye said Court of Fowler
the said Lord the King that the plea aforesaid of ye said Bildad
and the matters therein contained are not sufficient in law
to preclude the said Ichabod from proceeding in his s^d Action
against the said Bildad or from his Damages and Cost aforesd
Therefore it is considered by the Court that ye s^d Ichabod recover
against the said Bildad twenty pounds of Lawful mony
damages and Cost of Court taxed at £ - - -

Williston vt Leonardsling

Thomas Stebbins Williston of Springfield in y County of Hampshire Yeoman and Deputy Sheriff under Oliver Partridge Esq Sheriff of the said County Plt vs Joseph Leonard Junr of Springfield aforesaid Gentn and Thomas King late of said Springfield Yeoman Deft in aplea of the Case for that said Joseph and Thomas King at said Springfield on the twenty fourth Day of August 1767 by their note of that date for Value rec'd promised said Williston to pay him or his order Six pounds lawful money on demand with interest &c The Plt appears by John Worthington Esq his Atty & Deft being three times publickly called makes default of appearance in Ct It is therefore considered by y Court that y said Thomas Stebbins recover against y said Joseph & Thomas King Six pounds 16/0 3/4 of lawful mony Damages & Cost of Court taxed at one pound 3/10 & thereof &c

Execon is 23 Feby 1769

Wilson vt Parsons

Thomas Stebbins Williston of Springfield in y County of Hampshire Yeoman and a Deputy Sheriff under Oliver Partridge Esq Sheriff of the said County Plt vs Benjamin Parsons of ~~the~~ Palmer in the County aforesaid Yeoman Deft in aplea of y Case for that said Benjamin at said Springfield on y 20th Day of Feby last past by his note of that date for Value rec'd promised y d Thomas Stebbins to pay him or his order Six pounds 11/2 on demand with Interest till paid &c as in the Writ — The Plt appears by ~~by~~ ~~three times publickly called makes default of appearance then; therefore it is considered by the Court~~ John Worthington Esq his Atty and y Deft ~~was adjudged to pay~~ that said Thomas Stebbins recover against y said Benjamin Six pounds 15/4 1/2 of Lawful mony Damages and Cost of Court taxed at one pound 10/2 and thereof &c — Execon is 23 Feby 1769

Pynchon vt Webb

George Pynchon of Springfield in y County of Hampshire Gent Plt vs Samuel Webb of Murrayfield in y County aforesd yeoman Deft in aplea of the Case for that said Samuel at said Springfield on y 25th Day of March 1766 by his note of that date for Value rec'd promised one Elijah Leonard to pay him or his order thirteen pounds within two months from y Date of said Note with Interest &c And afterwards on y same day of March at said Springfield y said Elijah by his Indorsment ordered y Contents of said Note then wholly unpaid to be paid to y Plt of all which said Samuel instantly had notice the said Samuel in Consideration thereof promised the Plt to pay him y same accordingly on demand &c as in Writ The Plt appears by John Worthington Esq his Atty and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said George recover against y said Samuel seven pounds 10/9 of lawful money damages and cost of Court taxed at one pound 9/10 & thereof &c

Palmer vt Hartindale Plt Deft

Samuel Palmer of Windsor in the County of Hartford in the Colony of Connecticutt yeoman Plt vs Zadock Martindale of Westfield yeoman and Elijah Rogers of Springfield yeoman both in y County of Hampshire Defts in a plea of Trespass for that the said Zadock and Elijah at said Westfield on y thirtieth day of July Dom 1766 with force and arms Assaulted the Plt then being in the peace of God imprisoned confined & restrained him of his Liberty

Liberty for the space of fifteen hours plunged him into Westfield 331
river dragged him along the road from Westfield aforsd to said
Springfield the length of six miles in y night time beat and Salmon
wounded him and greatly abused him and disordered some vt
of his Bones by means where of he Languished a long time & Martindale
was put to great pain and Expence for his Cure and many Act
other Injuries then and there did to him against our peace and to
the damage of the said Samuel Palmer twelve pounds
The parties in person come here & refer y Case to y final determina
tion and Award of Samuel Noble yeoman Abel Cadwell
Gentn and John Ingersoll Gentleman all of Westfield aforesaid
Arbitraters mutually chosen by y Parties for any two of them
to be made upon y premises and returned into this Court as soon
as may be and y Case with the proceedings therein is Con
tinued until the next Term of the Court

James Watson late of Springfield in y County of Hampshire now Watson
of aplace called Still Waters in y County of Albany in y Provine vt
of New York yeoman Plt v Daniel Leonard of Springfield aforesaid Leonard
yeoman Deft in aplea that s[d] Daniel render to s[d] james seventy eight vto
pounds which to y[e] s[d] Watson he owes & from him unjustly detains
to whereon s[d] Watson says that s[d] Daniel at s[d] Springfield on y 15th Day of
Octo in y fourth year of our Reign by his bond under his hand & Seal of
that date in Court to be produced bound & Obliged himself to y Plt
by y name of james Watson of Springfield yeoman in y Sum of
Seventy eight pounds to be paid to y[e] Plt on or before y 15th day of Nov
ber next Yet s[d] Daniel tho often requested hath never paid y same
But neglects & to y[e] Damage of y said James Eighty Pounds
The plt appears by John Worthington Esq his Attt and y said Daniel by
John Phelps Gent his Attorney comes and defends &c reserving to him
self Liberty of waiving this plea on y tryal of y Appeal and then pleady
any new plea and matter says that he never promised in manner &
form as y Plt in his declaration against him hath alledged & thereof
puts himself on y Country &c And y said James by his Attt aforesaid
consenting to y[e] reservation of y[e] s[d] Daniel says that y plea afore pleaded
by y[e] Daniel and y matters therein contained are not a sufficient
Answer to his y[e] s[d] James Declaration & that he is not holden by y
Law of y Land to make answer thereto & this he is ready to verify
wherefore for want of a sufficient plea of y[e] s[d] Daniel in this particular
he the said James prays judgment for his Debt and Costs, & the s[d]
Daniel says his plea aforesd is sufficient wherefore because the same
hath noways denied y same he pray judgment for his Costs
Thereupon all & singular y Premises being seen by y Court & the
Lord y thing now here fully understood for that it appears to y said
Court that y plea aforesd of y[e] s[d] Daniel & y Matters therein contained
are not sufficient in Law to preclude y said James from proceeding
in his said Action against y[e] s[d] Daniel or from his Debt & Cost aforesd
Therefore it is considered by y Court that the said James recover against
y[e] s[d] Daniel twenty pounds y lawful money Debt & Cost of Court taxed at
three pounds 05 10 & thereof &c
The s[d] Daniel by his Attt aforesd appeals from y judgment of this Court to y
Superiour Court of judicature to be holden at Springfield within & for y County
of Hampshire on the fourth Tuesday of September next Ensuing & do
here recognizes with Sureties as y Law directs for y[e] s[d] Daniel's prosecuting
y Appeal with Effect as by y Recognizance on file it appears >

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Johnson
vt
Moseley
Vt

Samuel Johnson of Westfield in y County of Hampshire yeoman Plff
Jotha Moseley of said Westfield Gent Deft in a plea of y Case for that
whereas at our superiour Court of judicature &c holden at Springfield
on y Fourth Tuesday of September in y second year of our reign one
Daniel Grainger then of said Westfield Yeoman recovered against said
Samuel seven pounds 14/11 Damages & three pounds 16/7 Cost of Suit
Afterwards Vlt on y 21st Day of Decemr then next following y d Daniel
sued out our Writ of Execution on said judgment in form as by Law
this Province is prescribed in order to obtain y d Sums dat d Springfield y
same 21st Day of Dec delivered y d Writ of Execon to Moses Dewey Deputy Sheriff
under Oliver Partridge Esq Sheriff of s d County to Execute & return & after
wards Vlt on y first day of April then next following in Consideration
that y said Samll Johnson promised y said John Moseley that he y d
Samuel would within one year from y time of making said promise
pay said John what said Samuel owed s d John on Book Act & y sum of
six pounds more and would let said John have y money towards payment
of said Sums that he might obtain of his s d Samll sons Wages that might
be due y then next Fall & would in a reasonable Time make & Execute
to s d Moseley a Deed of his s d Samuels Farm in s d Westfield to secure to s d Moseley
his y s d Samll s performance of y s d promise he y s d John in Consideration
thereof then and there promised said Samll that he would pay to said
Moses Dewey Dep Sheriff six pounds in part of y sums mentioned in
writ of Execon in Satisfaction thereof forthwith & y t the said Samll should
be acquit & Discharged of such part of y same Debt & y s d Samll says that
soon after y making y s d promise viz y next day he y s d Samll at s d Westfield
made Executed & Delivered to s d Moseley a Deed of his said Farm to secure to s d
Mosely his y s d Samll s performance of his promise aforesd & paying him y d
Contents of his Book &c aforesd & y s d Six pounds according to y s d Tenor of s d
Promise & that he y s d Samll actually performed to s d John his s d Promise
& Redeemed his Farm aforesd & yet said John his promise aforesd not regarding
never paid to y s d Moses more than 2 s d part of y s d Six pounds but four
pounds 12 s d part thereof y s d John hath wholly neglected & Refused
to pay & y s d Samll hath been compelled to pay y same with Interest
in order to satisfy y said Execon & save himself from Prison & also for that
whereas on y first day of April last at s d Springfield y s d John was
justly indebted to y d Plff in y sum of four pounds 12 s d lawful money
for so much money before that Time lent by y s d John to his s d Son
Samll & he y said John in Consideration thereof then & there pro
mised y s d Samuel to pay him y same on demand yet y s d John tho
often requested hath not performed his said Promises nor either
of them But unjustly neglects so to do to y d damage of y s d Samll Eight pounds
The parties in person come here & refer y Case to y d final Determination &
Award of Moses Bliss Gent Benjamin Day Gent & Deacn Jonathan White
all of Springfield aforesd Arbitrators mutually chosen by y Parties
or any two of them to be made upon y premises & returned into this
Court as soon as may be & Case with y proceedings thereof is continued
until y next Term of y Court

Pynchon
vt
Day &c
Vlt

George Pynchon of Springfield in y County of Hampshire Gr that
Benjamin Day Gent & Joseph Bedortha Junr yeoman both 4th day y
Defts in a plea of Ejectment wherein y s d George demand vt Tenths
Benjamin & Joseph one Acre & 32 Rods of land with y Ap: of his
birthright part of y d home Lott on wh y s d Joseph now dwells w. &c

Pynchon
vs
Day &c

formerly of said Springfield Gentn which lies in ye second Parish in
said Springfield and bounds South on ye Wide Street leading from
Connecticutt river to Agawam Easterly on ye Street called Tannepoog
and West on ye Great Hill and North on John Taylers Home Lott Land
Land demanded bounds West on that part which parted of sd Lott which
said Joseph Bedertha sold to John Joseph Lothrop Clerk as by his
deed on Record South on sd Wide Street and North on sd John Taylers
Homelott & on ye Land sold off ye West End of sd Lott to sd Lothrop
ye said demanded extends Easterly ye Whole Width of sd Lott so far
as to make ye Quantity demanded &c as in ye Writ & Plt appears
by John Worthington Esq & Moses Bliss Gent his Attorneys and ye said
Benjamin & Joseph come into Court by Simeon Strong Gent their
Attr & say that as to 11d Rods parcel of ye Land demanded in ye Plts
declaration Writ demanded against them viz: 11d Rods & a half Rod wch
is described & bounded as follows viz: West on Land of Joseph Lothrop
North on Land of John Taylor Southerly on ye Street or Highway &
Extending Easterly in Square form from sd Lothrop Line 8 Rods
& half Rod and so as to make ye Quantity of 11d Rods & ½ Rod they
do not deny that ye said George Pynchon ought to have & recover
against them And as to ye residue of sd demand premises ye said
Benjamin & Joseph defend their right & for plea say they never
disseized Plt in manner and form as Plt in his declaration
has alledged against them and thereof put themselve on ye Country
And ye said George says yt as to said residue of sd demanded Premises
he will not further prosecute Itis therefore considered by ye Court
that ye sd George recover against ye said Benjamin & Joseph so much
of ye Land as ye Defts confess they have disseized him of and Cost of Court
taxed at one pound 19/1 and thereof &c Execon is d 10th May 1765

Hitchcock
vs
Cooley
V3

Samuel Hitchcock of Springfield in ye County of Hampshire yeoman
Plt vs Caleb Cooley of said Springfield yeoman Deft in plea of the
Case for that said Caleb at sd Springfield on ye 23th Day of Sept 1763
by his note of that date for Value rec promised ye said Samll to pay him
twelve pounds &c to by ye twenty fifth day of Sept then next with Int &c
The Plt appears by John Worthington Esq his Attr and ye Deft comes
into Court and confesses judgment for ye Sum demanded due on ye note Itis
therefore considered by ye Court that ye said Samll recover against ye
said Caleb fourteen pounds 6/8½ of lawful mony damages &
Cost of Court taxed at £11 8 11 10 Thereof &c Exd is d 10th Novr 1765

Marsh
vs
Loth
V4

Moses Marsh of Hadley in ye County of Hampshire Gentn Attor Joseph
Loth of Shutesbury in ye County aforesd Yeoman Deft in plea of ye
Case for that said Joseph at said Hadley on ye second day of May 1765
by his note of that date for Value rec promised sd Moses to pay
him or his order ten pounds l/d on demand with Interest &c as in ye Writ
The Plt appears by Simeon Strong Gent his Attr & ye Deft being three
times publickly called makes Default of appearance in Court Therefore
Itis considered by ye Court yt ye said Moses recover against sd Joseph
nine pounds 19/3 of lawful mony damages & Cost of Court taxed at
one pound 18/d and thereof &c Execn is d 29th Sept 1765

The foregoing Judgments Submissions appeals &c being
made & declared in manner aforesaid it was ordered
that the said Court should be adjourned without Day and
the sd Court was adjourned without Day accordingly

Attr W. Williams Clerk

Pro sd Da
Superiour
Ct of Hampsh
Recognizs
& Appeal &c

Hampshire ss Anno Regni Georgii Tertii Regis 325
magna Britania Francia et Hibernia Nono

At his Majestys Inferiour Court of common pleas holden at Northampton within and for the County of Hampshire on ye second Tuesday of November being the Eighth Day of the said month Ao Dom 1768 and de die in diem to the Twelfth Day of the said month Dom 1768 November Term 1768

Present

Israel Williams Esq
Timothy Dwight Esq
Thomas Williams Esq

Jury of Trials

Asahel Clap foreman
Miles Morgan
Oliver Lyman
William Judd
Orange Warner
Benjamin Waite
Perez Graves
Samuel Field
Joseph Bardwell
Moses Montague

de Talesmen

Daniel Kellogg
Noah Allen
John Severance
These Tales were ord the Jury in ye Case
Moses Lee and
Bardwell was ord
Daniel Kellogg Aaron
Clark were ord by Jury
in ye Case Caleb or
Severance and ye Whole
Standing Jury

Continuances

Joel Ely yeoman and Benjamin Leonard yeoman both of Springfield in the County of Hampshire Attis vs John Townley of Hartford in the County of Hartford Esq Merchant Deft in a plea of the Case as at large on record and now at this Term the said parties come here because the Referees to whom this Case was referred have not made any award they humbly pray that ye Case may be further continued under ye same rule until ye next Term and it is granted them

Ely & Leonard vs Townley

Benjamin Day Gent and Margaret Jones Gentlewoman both of Springfield in ye County of Hampshire Executors of ye Last Will and Testament of Cornelius Jones late of said Springfield Gent Dec Attis vs Bildad Fowler of Westfield in ye County aforesd yeoman Deft in a plea of ye Case as at large on record And now at this Time ye said parties come here and ye Referees to whom this Case was referred now report as follows viz We accordingly award & order that ye said Bildad pay to ye said Benjamin Day and Margaret Jones Execrs of ye Last Will and Testament of ye said Cornelius the Said Sum of seven pounds L.M. lawful money in Ballance of Accts between ye said Cornelius Bildad and in full of ye Sum sued for and we further award and determine that ye said Bildad pay ye Costs of Court and part of ye Cost of this Reference viz ye Sum of five pounds L.M. ye residue of ye Costs & Charges of ye Reference viz 21/2 We order & determine that ye said Benjamin & Margaret Execrs aforesd do not recover of ye said Bildad it appearing to us reasonable that they bear some part of ye Charge and we order & award that this be a final settlement of this Case It is therefore considered by ye Court that ye said Benjamin & Margaret recover against ye said Bildad seven pounds L.M. of lawful money damages and Cost of Court and part of ye Cost of Reference in Whole taxed at nine pounds 13/9 Whereof Execution is ordered to be

Fowler

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Marsh &c
vs
Spooner

Amos Marsh of Warwick in y County of Hampshire yeoman Solomon Emmons of Windsor in y County of Cumberland and Province of Newyork yeoman and Mary his Wife late Mary Marsh John Goodale of Brookfield in y County of Worcester yeoman and Eunice his wife late Eunice Marsh Henry Gilbert of said Brookfield yeoman and Patience his wife late Patience Marsh Adoniram Bartlet of said Brookfield yeoman and Miriam his wife late Miriam Marsh & Samuel Marsh of said Brookfield yeoman which said Solomon Johny Henry, Adoniram are ~~sue~~ in right of their Wifes Plts vs Ebenezer Spooner of Ware in y County of Hampshire yeoman Deft in a plea of Ejectment as heretofore recorded at large, And now at this time parties come here and y Referees towhom this Case was referred now report as follows viz We do determine & award that y within Ebenezer y Deft recover against y said Amos and others Cost of Court and Cost of Reference y Cost of Reference taxed at one pound 3/ according to y Account annexed
Therefore it is considered by y Court that y d Ebenezer recover against the said Amos, Solomon, John, Henry, Adoniram and Samuel the Sum of five pounds 19/4 allowed him for his Costs in defending the Suit of y Abovenamed Amos and others and thereof he

Cacon is 21st of June 1769

Dewey
vs
Leonard

Moses Dewey of Westfield in y County of Hampshire yeoman Plt vs Benjamin Leonard Junr of Springfield in y County aforesd Gent Deft in a plea of y Case as at large on record and now at this Term y said Parties come here and because y Referees towhom this Case was referred have not made any award they humbly pray that y Case may be further continued until y next Term and it is granted them

Bridgham
& Als vs
Pinker

Nathan Bri gham of Southborough in y County of Worcester Gent John Warren ~~Jabez Rice~~ of Marlborough in y County of Middlesex Gent & Jabez Rice of y same Marlborough Husbandman Plts vs Phinehas Pinker of Granville in y County of Hampshire yeoman Deft in a plea of y Case as at large on record of y preceeding Terms and now at this Term y parties appear by their respective Attornies viz John Worthington and Joseph Hawley Esquires and move that y Case may be further continued until y next Term and it is granted them

Ielem
vs
Lovel

Nathan Bri gham of Southborough in y County of Worcester Gent John Warren of Marlborough in y County of Middlesex Gent and Jabez Rice of y same Marlborough Husbandman Plt vs John Lord of Granville in y County of Hampshire yeoman Deft in a plea of y Case as at large on record and now at this Term y parties appear by their respective Attornies & humbly pray that this Case may be continued until y Next Term and it is granted them

Ielem
vs
Dunham

Nathan Bri gham of Southborough in y County of Worcester Gent John Warren of Marlborough in y County of Middlesex Gent & Jabez Rice of y same Marlborough Husbandman Plt vs Jabez Dunham Junr of Granville in y County of Hampshire yeoman Deft in a plea of y Case as at large on record and now at this Term y Parties appear by their respective Attornies and pray that this Case may be continued until the next Term and it is granted them

Thomas Liddle yeoman and William Carpenter yeoman both of South Brimfield in y County of Hampshire Apptts vt Joseph Blodget of said South Brimfield Gentleman Deft in a plea of Trespass on y Case &c as hereto fore recorded at Large and now at this Term of said Thomas and William being three times publickly called to come into Court and prosecute their action are nonsuit and y Deft likewise defaulted and the Action accordingly dismissed

Liddle Appt vt Blodget

Jacob Gibbs of Greenwich in y County of Hampshire yeoman Appt Plt vs Thomas Gibbs of said Greenwich yeoman Deft in a plea of y Case as at Large on record of y preceding Term & now at this Time y parties come here & the referees to whom this Case was referred not having made any award the said Thomas moveth that y Case may be continued under y same rule until y next Term & it is granted them

Gibbs Appt vt Gibbs

Daniel Fowler of Westfield in y County of Hampshire yeoman Plt vs Bildad Fowler of said Westfield yeoman Deft in a plea of y Case as at Large on record of y Last Term and now at this time y parties come here, and by reason of y referees to whom this Case was referred not having made any award they humbly pray that y Case may be continued under the same rule until the next Term and it is granted them

Fowler vt Fowler

Nathan Brigham of Southborough in y County of Worcester Gent John Warren of Marlborough in y County of Middlesex Gent and Jabez Rice of the same Marlborough Husbandman Plts vs Bildad Fowler of Westfield in y County of Hampshire yeoman Deft in a plea of the Case as recorded at Large the last Term and now at this Term y Plts all appear Except Abigh Eager one of the persons before named as Plaintiffs in y original Writ and for whom a Writ of Summons was prayed for and for which y Case was continued & and the s Bildad comes into Court and agrees to take no advantage of y Plts taking judgment for three fourths of y premises by reason of their not having summoned & severed Eager upon their agreement to stay Execn five months & this therefore considered by y Court that y said Amos, John and Jabez recover against y said Bildad three fourths of the premises demanded in y Writ & Cost of Court taxed at three pounds 12/7 of lawful money & thereof Execn &c Novr 1769

Brigham & als vs Fowler

Peter Bicknell of Warren in the County of Bristol and Province of Rhode Island Esq Plt vs Ebenezer Allen yeoman and John Allen yeoman both of Rehoboth in y County of Bristol in y Province of the Massachusetts Bay Execrs of y Last will and Testamt of Ebenezer Allen late of Warren aforesd Esq Dec Defts in a plea of Covenant broken as at Large on record of y preceding Term and now at this Term y Plt being three times publickly called to come into Court and prosecute his Action is Nonsuit and y Defts likewise defaulted and y Action accordingly dismissed

Bicknell Esq vt Allen Exrs

Samuel Hains of Westfield in y County of Hampshire yeoman Plt vs Bildad Fowler of s Westfield yeoman Deft in a plea of y Case as at Large on record of y preceding Term and now y Parties come here, And it is ordered by y Court that y papers be recommitted and the said Parties have further day here until y second Tuesday of February next ensuing y said second Tuesday November

Hains vt Fowler

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Jaggart vs Percy

James Jaggart of Murrayfield in y County of Hampshire yeoman Pltf vs Sylvanus Percy of Westfield in y County aforesaid yeoman Deft in aplea of y Case &c vs at large on Record &c And now at this Term y said parties come here and y Referees to whom this Case was Referred now Report as follows viz We do find and award the Sum Sued for viz three pounds for y Pltf Cost of Court & y Cost of this Reference which is 10/6 lawfull mony — It is therefore considered by the Court that y said James recover against y said Sylvanus three pounds of lawfull mony damages and Cost of Court and of Reference in the whole taxed at two pounds 18/2 and thereof &c Execon is 29th July 1769

Pomeroy vs Chamber

Eleazer Pomeroy of Northfield in y County of Hampshire yeoman and a Deputy Sheriff under Oliver Partridge Esq Sheriff of the same County Pltf vs John Chamber of Bernardston in y County aforesaid yeoman Deft in aplea of Ejectment as Recorded at large at the last Term and now at this Term the Pltf appears and the Deft being three times publickly called makes default of appearance in Court, It is therefore considered by y Court that y Pltf Eleazer recover against y said John the premises demanded in y Writ & Cost of Court taxed at four pounds 8/6 and thereof &c Execon is 18th Nov 1769

Hatheway vs Bagg

Jacob Hatheway Junior of Suffield in y County of Hampshire yeoman Pltf vs Moses Bagg of Springfield in y County aforesd yeoman Deft in aplea of the Case as at large on Record of y preceeding Term and now at this Term the Pltf appears by his Attr John Worthington Esq and because the Referees to whom this Case was Referred have not made any Report hereby prays that y Case may be continued under the same Rule until y next Term and it is granted him

Warner vs Smith

Jonathan Warner of Hadley in y County of Hampshire Trader Pltf vs Noah Smith of said Hadley yeoman Deft in aplea of y Case as at large on Record of the preceeding Term and now at this Term the said Jonathan appears by Elisha Porter Gent his Attr & y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that y said Jonathan recover against y said Noah Eleven pounds of lawfull mony damages and Cost of Court taxed at two pounds 0/7 and thereof &c The said Noah afterwards now at this Term comes into Court by Simeon Strong Gent his Attr and appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y Fourth Tuesday of September next Ensuing And he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by said Recognizance on file it appears

Lock vs Lock

Joseph Lock of Shutesbury in y County of Hampshire yeoman Pltf vs Jonas Lock of said Shutesbury yeoman Deft in aplea of the Case as at large on Record and now at this Term y said Joseph comes &c and prays that he may withdraw his Action paying Costs

It is therefore considered by y Court that y said Joseph withdraw his Action and that y said Jonas recover against y said Joseph one pound 14/7 of lawfull mony allowed him for his Costs in defending y Suit of y said Joseph &c

Execon is 20th June 1769

John Moseley of Westfield in ye County of Hampshire Gentn Plt ys
Samuel Hare of said Westfield yeoman Deft in aplea of ye Case as at
large on record and now the said Parties come here and because
the Referees to whom this Case was referred not having made any
award they humbly pray that this Case may be continued under
the same rule until ye next Term and it is granted them

Moseley
vs
Hare

Bildad Fowler of Westfield in ye County of Hampshire Trader Plt ys
Reynold Marvin Moor of Granville in ye County aforesaid yeoman Deft
in aplea of ye Case as recorded at large the preceeding Term & now
at this time the said Bildad comes into Court by his Att Jonathan
Bliss Gentn and because the Referees to whom this Case was referred
have not made any award humbly prays that this Case may
be continued until ye next Term and it is granted him

Fowler
vs
Moor

Idem

Bildad Fowler of Westfield in ye County of Hampshire Trader Plt ys
Daniel Rose of Granville in ye same County yeoman Deft in aplea
of ye Case as at large on record of ye preceeding Term and now at this
time ye sd Bildad comes here by Jonathan Bliss Gent his Attorney
and because the Referees to whom this Case was referred not having
made any award humbly prays that ye Case may be continued
until ye next Term and it is granted him

Idem
vs
Rose

Emerson Woolcot of Brookfield in ye County of Worcester Gent Plt ys
Eli Cooley of Springfield in ye County of Hampshire yeoman Deft
in aplea of ye Case as at large on record of ye preceeding Term now
at this Time ye Parties come here and the Referees to whom
this Case was referred not having made any award they humbly
pray that ye Case may be continued until ye next Term & it is Granted

Woolcott
vs
Cooley

Azariah Cooley of Brimfield in ye County of Hampshire yeoman
And a Deputy Sheriff under Oliver Partridge Esq Sheriff of the said
County Plt vs Nathaniel Danielson of Brimfield aforesaid
yeoman Deft in aplea of Trespass on ye Case as at large on
record of ye preceeding Term and now at this Time ye said Parties come
here by their respective Attorneys viz the Plt by John Worthington Esq
and Jonathan Bliss Gent and ye Deft by Joseph Hawley Esq Lyd
Nathaniel saving his plea in Abatement pleaded at ye last Term
defends &c and says that he never assumed on himself or
promised ye said Azariah in manner and form as this Writ
has alledged and thereof puts himself on the Country
And ye said Azariah by his Attorneys abovenamed reserving
Liberty to waive this demurrer and join ye Issue tendered on the
Tryal at ye Superiour Court says that ye plea of ye sd Nathaniel
above pleaded and ye matters therein contained are not a
sufficient answer to this declaration and that he is not holden
by Law to answer thereto and this he is ready to verify wherefore
for want of a sufficient plea of ye said Nathaniel in this behalf
he prays judgment that his damages and Cost may be awarded him

Cooley
vs
Danielson

And

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Cooley
vs
Danielson

And the said Nathaniel says his plea aforesaid is sufficient and because the said Azariah hath not answered nor denied the same he prays judgment for his Costs — Thereupon premises being seen and by ye Court of ye Lord ye thing now here fully understood for that it appears to said Court that ye plea aforesd of ye said Nathaniel and the matters therein contained are sufficient in Law to preclude the said Azariah from having his aforesd Action maintained against him ye said Nathaniel Therefore It is considered by ye Court that ye said Azariah by his plea aforesd have nothing &c It is also considered that ye said Nathaniel do recover against the said Azariah the Sum of £ of lawful money ~~damages~~ allowed him with his assent for his Costs in defending the Suit of the said Azariah
The said Azariah by one of his Attornies aforesaid viz Jonathan Bliss Gent^n appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for ye s^d Azariahs prosecuting ye appeal with Effect as by said recognizance as on file It appears

Catlin
vs
Severance
1 Act

Seth Catlin of Deerfield in ye County of Hampshire Gent and a Deputy Sheriff under Oliver Partridg Esqr Sheriff of ye same County Pl^t vs Jonathan Severance yeoman Moses Kerenton yeoman Moses Kerenton yeoman Asahel Atherton yeoman Aaron Denio Junr yeoman and Aaron Scott yeoman all of Greenfield in ye County aforesd Defts in a plea of Trespass as at large on record &c preceeding Term, and now at this Term ye Pl^t appears by John Worthington Esqr and Simeon Strong Gent his Attornies and ye Defts by Joseph Hawley Esqr their Attorney come and defend the force and Injury &c and say that they are not guilty in manner and form as is in this Writ against them alledged and thereof put themselves on ye Country; And ye Plaintiff likewise
Thereupon ye jurors of ye jury at this time according to ye form and Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here who to say ye Truth concerning the premises being duly sworn by Mr Asahel Clap their foreman declare upon their Oath that they find for ye Pl^t four pounds damages and Cost of Court — It is therefore considered by ye Court that ye Pl^t recover against ye Defts four pounds of lawful money damages and Cost of Court taxed at four pounds 9 s^s and thereof &c
The abovenamed Defts by their Attor aforesaid appeal from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing The recognizors with Sureties as the Law directs for their prosecuting the appeal with Effect as by said recognizance on file appears

Abraham Gibbs of Greenwich in y County of Hampshire yeoman Plt
vs Uriah Gibbs of Sudbury in y County of Middlesex yeoman Deft
in aplea of y case as atlarge on record, and now at this Term
the said parties come here And it is ordered by y Court that the
case be continued until y Next Term and y said Parties have
a Day before y Lord y King here until y second Tuesday of
February next Ensuing

Gibbs
vs
Gibbs

Abel Cadwell of Westfield in y County of Hampshire yeoman Plt
Moses Dewey of said Westfield yeoman Deft in aplea of y case as at
large on record of y preceeding Term and now at this Time y said
Parties come here and humbly pray that this case may be con
tinued until y next Term and it is granted them

Cadwell
vs
Dewey

Samuel Palmer of Windsor in y County of Hartford and in y Colony of
Connecticutt yeoman Plt vs Jadoc Martindale of Westfield yeoman
and Elijah Rogers of Springfield yeoman both in y County of Hamp
shire Defts in aplea of Trespass as atlarge on record of y preceeding
Term; and now at this Time y said parties come here and y Referees
to whom this Case was Referred now award as follows viz. We do report
that y said Jadoc and Elijah do recover of y said Samuel Palmer
Plt Cost of Courts & Cost of this Reference it being £1 4 1
His therefore considered by y Court that y said Jadoc and Elijah
recover against y said Samuel three pounds 6/1 of lawful money
allowed him with his Absent for his Costs in defendin y Suit of y d
said Samuel Palmer thereof &c Execon is y 4th February 1769

Palmer
vs
Martindale
& als

Samuel Johnson of Westfield in y County of Hampshire yeoman
Plt vs John Moseley of said Westfield Gent Deft in aplea of y Case
as atlarge on record of y preceeding Term, and now the said Parties
come here and because the Referees to whom this Case was Referred have
not made any award they humbly pray that this Case may
be continued under y same rule until the next Term, and it is con
sidered by y Court that y said parties have a further day before
the Lord the King in this Court here until the second Tuesday
of February next Ensuing

Johnson
vs
Moseley

Jonathan Russell of Sunderland in the County of Hampshire
yeoman Plt vs Elisha Scott late of said Sunderland yeoman
in aplea of Case as atlarge on record of y last Term
Deft an Absent and Absconding Debtor, and Nathan Scott of said
Sunderland Agent Attorney Trustee and Trustee of y said Nathan
who was summoned to appear at y last Term to defend y suit of y said Jonathan
And now y said Jonathan comes into Court by Simeon Strong
Gent his Attr and y Defts being three times publickly called makes
default of appearance in Court — Therefore it is considered by y
Court that y d Jonathan recover against y said Elisha and Nathan
nine pounds 1/2 of lawful money damages and Cost of Court
taxed at two pounds 6/6 & thereof he may have his Execon

Execon is 16th Decr 1760

Russell
vs
Scott

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Phelps
vs
Graham
No 1

Entries at this Term

George the third &c To the Sheriff &c Whereas Charles Phelps late of Hadley in ye County of Hampshire Esqr at our Inferiour Court of common pleas held at Springfield within & for said County on the third Tuesday of May in ye seventh year of our Reign brought and prosecuted his Action of Debt upon a Bond with a condition annexed for ye payment of divers Sums of Money at different times against Richard Crouch Graham of Pelham in ye same County Clerk for ye Recovery of ye Sum mentioned in ye said Bond and whereon the said Charles at our said Court declared against ye said Richard Crouch That ye said Richard Crouch of Hadley on ye first day of August 1764 by his Bond of the same date bound himself unto the said Charles in ye Sum of one Hundred & Six pounds L^d^ lawful money to be paid him on demand and ye y^d^ Richard had never paid him ye same nor tho often requested & whereas upon the said proces judgment was given upon Default in our said Court against ye said Richard and ye said judgment was made up for the said Sum and Execn was awarded thereon only for so much of ye Debt as was then due as by ye record thereof is manifest and appears And whereas the said Charles hath suggested to us that a further sum of Eight pounds L^d^ lawful mony together with ye lawful Interest thereof from and after ye first day of Jany 1765 is become due and payable from ye said Richard Crouch to ye said Charles agreable to the Bond & Condition annexed since ye judgment aforesaid was made up & Execn awarded viz: on ye 30th Day of June 1767 & also one other sum of thirteen pounds L^d^ like mony with ye Interest as aforesaid is become due & payable from ye said Richard Crouch to ye said Charles as aforesaid viz on ye first day of January last past, And also one other sum of four pounds 17^s^ like money with ye Interest is become due and payable from ye said Richard Crouch to ye said Charles since ye judgment aforesaid viz on ye 30th Day of June last past as by ye said Bond is fully manifest and appears and that ye said Sums with ye Interest thereof is now due and unpaid, whereof ye said Charles hath of right us to provide remedy Now to ye End that justice may be done We command you that you make known to ye said Richard that he be before our justices of our Inferiour Court of Common pleas next to be holden at Northampton on ye second Tuesday of November next to shew Cause wherefor ye said Charles ought not to have his Execn against him ye said Richard &c as in the Writ

The plt^t^ appears by Elisha Porter Gent his Att^y^ and ye Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by ye Court that ye said Charles may have the Writ of Execution in due form of Law against the said Richard Crouch Graham for twenty seven pounds 17^s^ 2^d^ of lawful mony Debt & Cost of Court taxed at one pound 7/6 agreable to ye Statute in such case provided

Execn is^d^ 3th Jany 1769

Leonard
vs
Williams Esq
No 2

George Leonard of Springfield in ye County of Hampshire yeoman Pltf

Elijah Williams late of Stockbridge in ye County of Berkshire Esqr Sheriff of ye same County Deft in a plea of Trespass on ye Case for that whereas one Jonathan Seymour Junr late of Hartford in the County of Hartford at^d^ Springfield on ye fifth day of Feby Anno 1767 made and executed his certain promisory note to the said George

George the pltt of that date and thereby for Valuelet promised ys^d George
to pay him the Sum of nine pounds Lawfull money in twelve days
from the date thereof and afterwards viz: on ye Eighteenth Day of
September inst by the said George the pltt being minded and Intending
to recover of ysaid Jonathan ysaid Sum of nine pounds due on
Note purchased out of Clerks Office of our said Inferiour Court
our Writ of Attachment in due form of Law against said
Jonathan directed to ye Sheriff of our said County of Berkshire
his under Sheriff or Deputy wherein we commanded our said
Sheriff his under Sheriff or Deputy to attach ye Goods or Estate of
the said Jonathan and for want thereof to take his Body
if he might be found in his precinct and him safely keep
so that he should have him before our justices of our Inferiour
Court of Common pleas then next to be holden at Northampton
within and for our said County of Hampshire on ye second Tuesday
of November then next following to answer to ysd said George in
his plea of the Case for his not performing his promise aforesd
when and where we commanded him to have our said Writ with
his doings therein and afterwards to wit on ye Eighteenth day of sd
September at said Springfield he the said George ye pltt delivered ye
said Writ to one Elnathan Bush then and ever since an Under Sheriff
or Deputy to ysd said Elijah Williams then and ever since Sheriff of
said County of Berkshire to be by him duely served executed &
returned according to Law by virtue of which said Writ of Attach
ment he ysd Elnathan afterwards within ysame County of
Berkshire on ysame Eighteenth day of September for want of
Goods or Estate of ysd Jonathan took and arrested ye Body of him
ysd Jonathan and had him in his Custody held him to
Bail for his appearance at said Court when and where ysame
Writ was returnable nevertheless he ysd Elnathan the duty of
his said Office not regarding but contriving sintending craftily
and subtilly to deceive and defraud said George ye pltt in this particular
never made any return of ysd said Writ of Attachment or of his
doings therein to our said Inferiour Court when and where ye
same was returnable as aforesaid and ysd Jonathan hath since
cloined himself to places unknown to ye pltt and ysd George
the pltt hath not since been able to take and arrest ysd Jonathan &
obtain of him ye Contents of said Note or any penny thereof
But ysame are still wholly unpaid by means of all which
he the said George ye pltt hath not only lost ye Costs of his said
Writ and ye fees for serving and returning ysame & his Expence
of travelling & attending upon ysame Court in order to obtain
Judgment thereupon but also hath wholly lost his Debt aforesd
and ye money due and payable on sd note to sd George ye pltt
says that said Elijah is liable & chargeable in Law for the
Neglegences Omissions & Misfeasances aforesaid of his said
Deputys in his said Office and that the same are to ye Damage
of ysd said George Leonard as he saith ye Sum of twelve pounds

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Leonard
&
Williams
Esquire

The ptt appears by Moses Bliss Gent his Attorney and the Deft by Joseph Hawley Esq his Attorney comes and defends &c and says that at ye time when ye Within mentioned Writ was returnable he Deft was very poorly and there of puts himself on ye Country with a reservation to alter this plea at ye Tryal of ye Appeal and to plead any other plea &c And ye said George by his Attr above named consenting to ye Defts reservation says that ye Defts plea above pleaded and the matters therein contained is as insufficient Answer to ye said Georges Writ and declaration and that he is not holden by the Law of the Land to make any answer unto the same plea in manner as above pleaded, Wherefore for want of a sufficient plea in this particular he prays judgment that his damages and Costs may be adjudged him And the said Elijah says his plea is Sufficient

Thereupon all and singular ye premises being seen fully understood by ye Court of the Lord ye King now here for that it appears to ye said Court that ye plea aforesaid of ye said Elijah by him in manner and form above pleaded and the matters therein contained are not Sufficient in Law to preclude ye said George from proceeding in his said Action against the said Elijah for from his damages and Cost Therefore it is considered by the Court that ye said George recover against ye said Elijah twelve pounds of Lawful money damages and Cost of Court taxed at two pounds 11/ &c

The said Elijah by his Attorney above named viz Joseph Hawley Esq appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield in and for ye County of Hampshire on the fourth tuesday of September next Ensuing and here recognizes with Sureties as the Law directs for the s[d] Elijah to prosecute the appeal with Effect as by said recognizance on file it appears

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Smith
vs
Crawford

Abner Smith of Springfield in ye County of Hampshire Gent and Under Keeper of his Majestys Goal under the Sheriff of our s[d] County ptt vs William Crawford lately of South Hadley in ye County aforesaid Yeoman Deft in a plea of ye Case for that said William at said

No 3 Springfield on the twenty ninth day of August last past by his note of that date for Value rec[d] promised said Abner to pay him four pounds 3/1 on demand with Interest &c & Also for that said William at said Springfield on the first day of October Instant was justly indebted to said Abner in the sum of 0/7/6 according to ye Account annexed to ye Writ and in Consideration thereof there of said William then and there promised s[d] Abner to pay him ye same on demand &c as in the Writ

The ptt appears by Moses Bliss Gent his Attorney and ye Deft being three times publickly called makes default of appearance &c

Therefore it is considered by the Court that ye said Abner recover against the said William five pounds 1/d of Lawful money damages and Cost of Court taxed at one pound 16/ and thereof &c

Execution is 29th Nov[r] 1768

Jachariah Warner Junr of Springfield in y County of Hampshire yeoman Ptt vs William Crawford late of South Hadley in y County aforesd yeoman Deft in aplea of y Case for that said William at said Springfield on y first day of Octo instant was justly indebted tos said Zachariah in y Sum of seven pounds 7/o lawfulmoney according to y Account annexed to y Writ and in Consideration thereof said William promised said Zachariah to pay him the same on demand &c as in the Writ

3 13 v

Warner vs Crawford

No 4

The ptt appears by Moses Bliss Gent his Attr and y Deft being three times publickly called mates default of appearance here His Honr therefore considered by y Court that y Ptf Zachariah recover against y said William Seven pounds 7/o of Lawfulmoney damages and Cost of Court taxed at one pound 16/10 1/2 thereof &c

Execon is 3th Decr 76

Charles Ward Apthorp of the City of Newyork in y County and Province of Newyork Esqr and Grizzel Apthorp of Boston in y County of Suffolk Widow Administrators of all & singular the Goods Chattels Rights and Credits of Charles Apthorp late of s Boston Esq Decd intestate Ptts vs Thomas Brinley of Boston aforesd Merchant Edward Brinley of Roxbury Gentleman both in y County of Suffolk and Nathaniel Brinley of Framingham in y County of Middlesex Gentleman Administrators of all & singular the Goods Chattels Rights Credits and Estate of Francis Brinley late of said Roxbury Esq Decd Intestate Defts in aplea of Ejectment wherein the said Charles Ward and Grizzel demand of the said Thomas Edward and Nathaniel the possession of the several Lotts or Tracts of Land following all lying in Blandford in y County of Hampshire Viz Lott No 4 containing five Hundred Acres Lott No 8 containing five Hundred Acres Lott No 14 Containing five Hundred Acres Lott No 18 containing five Hundred Acres Lott No 22 Containing three Hundred Acres Lott No 26 containing Three Hundred and Seventy five Acres Lott No 30 Containing three Hundred Acres Lott No 34 Containing five Hundred Acres Lott No 39 Containing five Hundred Acres And Lott No 42 Containing five Hundred Acres — Whereupon the said Charles Ward & Grizzel say that y said Francis in his life time to wit on y 21st Day of April 1734 being seized in his demesne as of Fee of one full Quarter or Fourth part of & full y Lands situate in y Township of said Blandford Excepting y Rights of Josiah Shelden and the Heirs of Joshua Leavitt Decd such Lands as had been granted to y first Settlers did by his deed of that date in Court to be produced Convey y said Quarter or Fourth of all y Lands in said Township in Blandford to y said Charles Apthorp in his Life Time to hold to him and his Heirs and Assigns forever upon Condition Nevertheless to be void if y said Francis his Heirs Excrs or Admrs should pay to y said Charles Apthorp his Excrs Admrs or Assigns the Sum of Eight Thousand Spanish Milld Dollars of full weight with Lawfull Interest for the same or before the ninth day of April next ensuing according to the Tenor

Apthorp &c Admrs vs Brinley &c Admrs

No 5

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Apthorp
admrs of
Brinley Esq
Admrs

Tenor and true Intent of said deed And the said Several Lotts of Land had been sett of in severalty to s.d Francis in his Life time for this part or Shoare in said Township of Blandford Now the said Charles Ward and Grizzel in fact say That s.d Francis in his Life Time did not pay the said Sum of Eight Thousand Dollars and the Interest thereof to s.d Charles Apthorp in his Life Time nor to his Admrs since his death Wherefore they s.d Charles Ward and Grizzel ought to be in posession of the said demanded premises to administer thereon according to Law But the said Thomas Edward and Nathaniel have unjustly Entered thereinto and still hold the said Charles Ward and Grizzel out therefrom in delay of the Administration afores.d And to the damage of s.d Charles Ward and Grizzel Three Thousand pounds, The pltfs appear by John Worthington Esq and the Defts being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that s.d Charles Ward and Grizzel administrators recover against the said Thomas, Edward & Nathaniel Administrators the Lands demanded & in Case that they dont pay the Sum of two Thousand and fifty Eight pounds 11/5½ of lawful money within two months from this Time and for Cost of Court taxed at £4.10.0 Execon is for pos.n 20th May 1769

Williams
vs
Mitchel
No 6

Thomas Williams of Deerfield in the County of Hampshire Esq.r Pltf vs Joseph Mitchel of Ashfield in the County aforesaid yeoman Deft in a plea of the Case for that said Joseph at said Deerfield on 1st first day of August Anno 1764 by his note of that date for Value rec.d promised the said Thomas to pay him or his order Seven pounds 12/11½ on demand with Interest till paid Also for that said Joseph on the 19th Day of August 1766 by his other note of that date for Value rec.d promised the said Thomas to pay him or order one other Sum of 13/ on demand with Interest till paid, Also for that said Joseph at s.d Deerfield on the last day of August last past owed the said Thomas 2/1 for Sundry Articles of Book Debt according to s.d Debt as mencioned to s.d Writ And in Consideration whereof said Joseph promised s.d Thomas to pay him s.d last said Sum on demand &c as in the Writ
The pltf appears by Jonathan Ashley Junr Esqr his Attorney s.d Deft being three times publickly called makes default of appearance in Court Therefore it is considered by s.d Court that s.d Thomas recover against the said Joseph Eleven pounds 1/11½ of lawful money Damages and Cost of Court taxed at one pound 10/10 and thereof &c
Execon is 16th Nov.r 1769

Palmer
vs
Weller
No 7

Judah Palmer Junior of Westfield in s.d County of Hampshire yeoman Pltf vs Ebenezer Weller of said Westfield yeoman Deft in a plea of the Case for that s.d said Ebenezer at said Westfield on the 19th Day of June last past by his note of that date for Value there rec.d promised the s.d Judah Palmer Junior to pay him the sum of four pounds lawful money by the first day of the then next September following s.d Date of s.d same note with s.d lawful Interest from s.d first of September last until paid Yet s.d Ebenezer tho often thereto requested hath not performed his said promise &tho the day for s.d payment of s.d same note has long since past But he hitherto hath and still doth neglect & refuse To the Damage of s.d said Judah the Sum of five pounds &c

The Plt appears by John Phelps Gent his Attr and the Deft being three times publickly called makes default of appearance in Court His Therefore considered by the Court that sd Judah recover against the said Ebenezer three pounds 6s/8d lawful money damages and Cost of Court taxed at one pound 4s/4d and therefore &c The said Ebenezer afterwards now at this Time comes here by Joseph Hawley Esq his Attorney and appeals from sd judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for sd County of Hampshire on sd fourth Tuesday of September next Ensuing And he recognizes with Sureties as the Law directs for sd Ebenezers prosecuting sd appeal with Effect as by said recognizance on file it appears

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Hubner
vs
Weller

Richard Gay of Symsbury in sd County of Hartford and Colony of Connecticutt yeoman Plt vs Samuel Thrall Lately of Windsor in sd County aforesaid yeoman Deft in a plea of the Case for that sd said Samuel at Northampton on sd 12th Day of February 1768 by his note of that date for Value Rec promised the said Richard to pay him the Sum of two pounds lawful money on demand with the lawful Interest for the same till paid Yet the said Samuel tho often thereto requested hath not performed his said Promise But he wholly denys to do it To sd damage of the said Richard the sum of three pounds The Plt appears by John Phelps Gent his Attr and sd Deft being three times publickly called to come into Court makes default of appearance here His therefore considered by the Court that sd Richard recover against the said Samuel two pounds 13s/4d of lawful money damages and Cost of Court taxed at two pounds 0s/8d &c

Gay
vs
Thrall
No 8

The said Samuel afterwards now at this Time comes here by Joseph Hawley Esq his Attr and appeals from sd judgment of this Court to ye Superiour Court of judicature to be holden at Springfd in and for sd County of Hampshire on sd fourth Tuesday of September next Ensuing and he recognizes with Sureties as by Law directs for sd Samuels prosecuting sd Appeal with Effect as by said recognizance on file it appears

Nehemiah Strong Lately of Simsbury in sd County of Hartford Colony of Connecticutt Now of Hatfield in sd County of Hampshire Clerk Plt vs Samuel Thrall Lately of Windsor in sd County of Hartford aforesd yeoman Deft in a plea of the Case for that sd said Samuel at a place called Turkey Hills in Symsbury viz at Northampton on sd 13th Day of August 1767 by his writing under his own hand of that date for Value Rec promised the said Nehemiah to pay to him sd Sum of nine pounds 10s lawful money at or before the 13th Day of August 1768 at sd End of one full Year from sd Date of said Note with sd lawful interest for the same till paid Yet the said Samuel tho often thereto requested hath not performed his said Promise all tho sd Pay for the payment of sd same Note has long since pass But he wholly denies it To sd damage of sd Nehemiah twelve pounds The Plt appears by John Phelps Gent his Attr and the Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court

Strong
vs
Thrall
No 9

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Strong
vs
Hall

Court that the said Nehemiah recover against ye said Samuel
ten pounds 1/11½ of Lawfull money damages and Cost of Court taxed
at one pounds 13/0 and thereof he may have his Execution
The said Samuel afterwards at this Term comes into Court by
Joseph Hawley Esquire his Attorney and appeals from ye judgment
of this Court to ye Superiour Court of Judicature to be holden at
Springfield within and for ye County of Hampshire on ye fourth
Tuesday of September next Ensuing and he recognizes with
Sureties as the Law directs for the said Samuels prosecuting
the appeal with Effect as by said recognizance on file it appears

Howe
vs
Lee

Sylvanus Howe of Belchertown in ye County of Hampshire Husbandman
Plt vs Phinehas Lee of said Belchertown Husbandman Deft in a plea
of Trespass on the Case whereupon the said Sylvanus Complains that
whereas he the said Sylvanus on the first day of September last at
Belchertown aforesaid was possessed of Ten Sheep of ye price of four
pounds Lawfull money of this our Province of ye Massachusetts Bay
in New England as of his own proper Goods and Chattels being
so thereof possessed the said Sylvanus the said Ten sheep afterwards viz
on the second day of September aforesaid at Belchertown aforesaid
out of his hands and possesion did casually did casually lose two
of them deprived which said Ten Sheep afterwards to wit on ye thirtieth
day of September aforesaid by finding came into ye hands and possesion
of the said Phinehas Nevertheless the said Phinehas knowing ye said
Sheep to be the proper Sheep of ye said Sylvanus and to him the said
Sylvanus of right to belong and appertain contriving & Intending
craftily to defraud ye said Sylvanus in this particular the said ten
Sheep to ye said Sylvanus altho thereto often required hath not
delivered but ye said Ten Sheep afterwards that is to say ye thirteenth day
of Octo Current at Belchertown aforesd ys Phinehas to his own proper
use and Benefit did convert and Dispose, To ye Damage of the said
Sylvanus Ten pounds ——— The plt appears by Joseph Hawley
Esq his Attorney and ye said Phinehas by Simeon Strong Gent his Attr
comes & Defends &c and reserving Liberty to waive this plea & make
new plea on Tryal of ye appeal pleads & says he is not guilty in manner
& form as ye plt in his declaration has alledged & thereof puts himself on
the Country And ye said Sylvanus agreeing to ye reservation of ye said
Phinehas likewise ——— Thereupon ye Jurors at this time according
to ye form and Effect of ye Statutes in this Case provided returned &
impanelled being demanded likewise come here who to say the
Truth concerning the premises being duly sworn by Mr Abiah
Chapin their foreman declare upon their Oath that they find for ye plt
Ten pounds Lawfull money damages and Cost of Court ——— It is therefore considered
by ye Court that ye said Sylvanus recover against ye said Phinehas Ten pounds
Lawfull mony Damages and Cost of Court taxed at four pounds 5/0 & thereof &c
The said Phinehas in person appeals from ye judgment of this Court to
the Superiour Court of judicature to be holden at Springfield in and for
ye County of Hampshire on ye second Tuesday of September next Ensuing
And he recognizes with a Surety as ye Law directs for his prosecuting the
appeal with Effect as by said recognizance on file appears

Obadiah Dickinson of Hatfield in y County of Hampshire Gent Attor
Elisha Nash of Granby in y County aforesaid yeoman Deft in a plea
of the Case for that said Nash at Springfield on the Tenth day of July
1765 by his note of hand of that date for Value Recd promised said
Obadiah to pay to him or his order the Sum of one pound 1/ lawful
money on demand with the Lawful Interest for the same until
paid Yet said Elisha tho often thereto requested hath never paid the
same or any part thereof But wholly neglects and denys to do it
To the damage of the said Obadiah the sum of Six pounds
The Plt appears by Thomas Bridgman Gent his Attr and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Obadiah recover
against y said Elisha two pounds 10/ lawful mony damages
and Cost of Court taxed at one pound 10/ and thereof he
The said Elisha afterwards at this Term comes into Court by Joseph
Hawley Esq his Attr and appeals from y Judgment of this Court
to y Superiour Court of Judicature to be holden at Springfield at Spring
in and for the County of Hampshire on y fourth Tuesday of September
next Ensuing and he recognizes with Sureties as y Law directs for y
Elishas prosecuting y Appeal with Effect as by said recognizance on
file it appears

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Dickinson
vs
Nash

Elisha Root of Montague yeoman Samuel Blodget Physician Moses
Billings yeoman John Gunn yeoman all of Sunderland & Jonas
Loth of Shutesbury Carpenter all in the County of Hampshire
all jointly negotiating & Trading in Potash in Shutesbury Pltrs
Ebenezer Loth of Ervingshire in y County aforesaid yeoman Deft in a plea of
the Case for that whereas the said Ebenezer at Montague aforesd on y
10th Day of Decr 1765 by his note of that date for Value Recd promised
the said Elisha, Samll Moses, John and Jonas to pay them five pounds
11/1 lawful money on demand with Interest till paid &c as in y Writ
The Plts appear by William Billings Gent their Attr & y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Elisha & Comp. recover
against the said Ebenezer Six pounds 10/ of lawful mony damages
and Cost of Court taxed at one pound 11/ and thereof he

Root & Comp.
vs
Loth

John Bolter Hubbard of Brimfield in y County of Hampshire
yeoman Plt vs Phinehas Hide of s. Brimfield yeoman Deft in a plea
of the Case for that said Phinehas at said Brimfield on y Fifteenth
Day of August 1760 by his note of that date for Value Recd promised
the said John Bolter to pay him ten pounds lawful mony on
demand with Interest till paid &c as in the Writ
The Plt appears by Joseph Hawley Esq his Attr and y Deft being
three times publickly called makes default of appearance here
It is therefore considered by y Court that y said John Bolter recover
against the said Phinehas ten pounds two shillings and four pence
of lawful mony damages and Cost of Court taxed at two pounds
and two pence and thereof he Execn is 21st Decemr 1765

Hubbard
vs
Hide
14

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Webber
vs
Webber

William Webber of Brimfield in the County of Hampshire Yeoman Plff
Joshua Weld of Sturbridge in s^d County of Worcester yeoman Deft in a plea
of the Case for that said Joshua at said Brimfield on the ninth day
of April A D 1760 by his note of that date for Value rec^d promised
said William to pay him or his order the sum of five pounds L^o
lawful money in manner following that is to say three pounds
thereof within three Weeks from the date of said Note with Interest
for the same till paid and the remainder thereof at ye End of two
Months from said date with lawful interest for the same till
paid Yet said Joshua tho often requested hath never paid ye Contents
of said Note or any part thereof But refuses neglects to do it To y^e
damage of the said William Eight pounds

The p^tt appears by Simeon Strong Gent his Att^y and ye Deft being
three Times publickly called makes default of appearance in Court
His therefore considered by ye Court that ye said William recover
against ye said Joshua five pounds 11/7 3/4 of lawful money
damages and Cost of Court taxed at two pound o/6 Whereof he

The said Joshua afterwards at this Term come hereby John Worthington
Esq his Att^y and appeals from ye judgment of this Court to ye Superiour
Court of judicature to be holden at Springfield in and for ye County
of Harrigshire on ye fourth Tuesday of September next Ensuing
And he recognizes with Sureties as ye Law directs for ye Joshuas
prosecuting ye Appeal with Effect as by said recognizance on
file it appears

Ingram
vs
Gray

Elisha Ingram of Amherst in ye County of Hampshire Trader Plff
William Gray of Pelham in ye County aforesd yeoman Deft in a plea of
Case for that said William at said Amherst on ye 26th Day of March 1760
by his note of that date for Value rec^d promised the s^d Elisha to pay him
three pounds L^o on ye first day of April 1760 with Interest from and
after said Time of payment till paid Yet ye said William tho often
Requested hath never paid ye same or any part thereof but neglects it
To ye damage of ye said Elisha five pounds The p^tt appears by
Simeon Strong Gent his Att^y and the said William by Elisha Porter Esqr
his Attorney comes and defends &c and for plea says that ye s^d Elisha
ought not to have or maintain his said Action against him be
cause he says that at ye time of ye purchase of ye p^tts Writ there was
not and now is not ye sum of of 40/ lawful money due from ye said
Willm to ye said Elisha upon ye note declared on and that ye s^d Elisha
ought to have brought his Action upon s^d Note before some one of
his Majestys justices in and for said County and not before this Honble
Court all which ye said William is ready to verify Wherefore he prays
judgment whether ye said Elisha ought to have or maintain his s^d Action
against him & that ye said Elisha of his said Action may be Barred
And the said Elisha by his Abovenamed Att^y says that Notwithstanding
any thing by said Willm in this plea above pleaded alledged he ought not to
be barred of having or maintaining his said Action against ye said
Willm because he says that ye s^d Will^ms plea and ye matters therein contained
are insufficient in Law to answer ye said Elishas declaration to which
plea ye matters therein contained ye s^d Elisha hath no necessity nor is
any way bound by ye Law of ye Land to answer and this he is ready to
verify

Ingram vt Gray

Verify Wherefore because the said Dft William hath not answered the sd Elishas declaration nor any ways denied the same the said Elisha prays judgmt for his damages and Cost & sd Dft Wm says his plea is Sufficient
Thereupon all & singular the premises being seen & fully understood by sd Court of the Lord the King now here for that it appears to sd Court that sd plea aforesaid of sd said William & sd matters therein contained are not sufficient in Law to precludey sd Elisha from proceeding in his said Action against the said Wm or from his Damages and Cost
Therefore it is considered by sd Court yt the said Elisha recover agt the said William one pound 13/2 of lawful money damages & Cost of Court taxed at one pound 11/1 and therefore &c
The said William by his Attr above named appeals from sd judgmt of this Court to sd Superiour Court of Judicature to be holden at Sprgfd in and for sd County of Hampshire on sd Fourth Tuesday of Septr next Inmring & the recognizes with Sureties as sd Law directs for sd Wills prosecuting sd appeal with Effect as by said recognizance on file it appears

White vt Pendell

Joel White of Bolton in sd County of Hartford and Colony of Connecticut Gent Pltf vs Elisha Pendell late of Windsor in sd County aforesd yeoman Deft in a plea of sd Case for that sd Elisha at Northampton in sd County of Hampshire on sd last day of June last past being justly indebted to sd said Joel in Sum of two pounds 11/0 to ballance Book Acct according to sd Acct annexed to sd Writ in Consideration thereof said Elisha promised sd Joel to pay him sd same on demand &c as in sd Writ
The pltf appears by Justin Ely Gent his Attr & sd Deft being three times publickly called makes default of appearance in Court & therefore its considered by sd Court that sd said Joel recover against sd said Elisha two pounds 11/0 of lawful money damages and Cost of Court taxed at two pounds 3/8 and thereof &c — Ex is d 29th Nov 1766

Phelps vt Phelps 22

Nathaniel Phelps of Northampton in sd County of Hampshire Pltf vs Solomon Phelps late of Hadley in said County Gent Deft in a plea of sd Case for that said Solomon at sd Northampton on sd 12th Day of Feby 1766 by his note of that date for Value rec promised sd Nathl to pay him three pounds 3/8 at sd End of six months &c as in sd Writ
The pltf appears by Daniel Hitchcock Gent his Attr and sd Deft being three times publickly called makes default of appearance in Court
This therefore considered by sd Court yt sd Nathaniel recover against the said Solomon three pounds 18/8 of Lawful money Damages and Cost of Court taxed at one pound 5/10 thereof &c

Robinson vt Haskins 24

Ex con is 5th Dec 1766

Amos Robinson of Lebanon in sd County of Windham in sd Colony of Connecticut yeoman Pltf vs Daniel Haskins late of Norwich in sd County of New London and Colony aforesaid yeoman Deft in a plea that sd Daniel render unto him sd Amos the sum of Eight pounds 15/10 Lawful money which to him he owes and from him unjustly detains And whereon the said Amos saith that at complains a place called Windham in sd at Northampton at our Inferiour Court of common pleas holden there on the fourth Tuesday of June last past the sd Amos by sd judgment of sd same Court recovered against sd Daniel five pounds 12/3 lawful money for his damage by reason of sd Daniels not rendering unto sd Amos so much money which he before that time owed unto him and also for the sum of three pounds 3/7 like money for his Costs & Charges by him about this suit

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Robinson
vs
Haskins

Suit in that behalf expended whereof ys Daniel is convict as by ye
Record thereof in Court to be produced is manifest and appears Which
judgment yet remains in full force & effect not Satisfied nor Levied
And ys Amos afterwards to wit on ye ninth day of July last past at Windham
aforesd sued out of our Inferiour Court of common pleas our Writ of
Execon against ys Daniel for ye levying ye Sums aforesd as aforesd recover
and Satisfying ye same unto ye said Amos directed unto ye Sheriff of ye
County of New London or his Deputy or to either of ye Constables of
New London which same Execon the sd Amos afterwards to wit on
ye ninth day of July delivered unto one of ye Constables of s Norwich
to serve and Execute and ye said Constable afterward to wit on ye
first day of August last past made his Return of s Execon in our
said Inferiour Court in manner following to wit that he could not
find ye Body of ye said Daniel nor any of his Estate in his Precinct
wherewith to satisfy said Execon altho he had made diligent Search
therefor as by ys Execn and ye Return thereof in Court to be produced
also appears, Whereby Action hath accrued unto ys Amos to demand
& have of ys Daniel ye Sums aforesaid in form aforesd recovered—
amounting in ye Whole to Eight pounds 13/10 Lawful money Yet
the said Amos tho often thereto requested hath never paid s Sums
or any part thereof But unjustly neglects it To ye damage of sd
Amos twelve pounds — The ptt appears by Elisha Porter Esqr his
Attr and ye Deft being three times publickly called makes default
of appearance in Court — His therefore considered by ye Court that
ye said Amos recover against ye said Daniel Eight pounds 19/17½/7
lawful money Debt & Cost of Court taxed at two pounds 16/1½ thereof
The said Daniel afterwards at this time comes here by Daniel Chester
Esqr his Attr and appeals from ye judgment of this Court to the
Superiour Court of judicature to be holden at Lyming field in and
for ye County of Hampshire on ye fourth Tuesday of Septmer
And he recognizes with Sureties as ye Law directs for his prosecuting
the appeal with Effect as by s recognizance on file it appears

Fuller
vs
Daniels

Ebenezer Fuller late of Shutesbury in ye County of Hampshire now of a
place called Putney in ye Province of New York yeoman Plt or Nathll
Daniels of Worthington in ye County aforesd Gent Deft in a plea of ye
Case for that s Nathll at Northampton on ye last day of Decr 1763
Owed ys Ebenezer ye Sum of twelve pounds lawful money for Sundry Articles
of Aut according to ye Aut annexed to ye Writ in Consideration thereof
promised s Ebenr to pay him ye same on demand &c as in ye Writ
The ptt having discontinued his suit aforesaid
& ye Deft comes and prays that his Costs may be adjudged
him, His therefore considered by ye Court that the s Nathaniel recov
against ye said Ebenezer two pounds 0/0 of lawful money allowed
him for his Costs in defending ye Suit of ys Ebenezer and thereof &c
Execon is d 15th Decemr 1764

The foregoing Judgments appeals &c being made and
entered up in manner aforesaid the said Court was
adjourned without Day —
Attt W. Williams Clerk

Hampshire ss Anno Regni Georgii Tertii Regis magnæ Britanniæ Franciæ et Hiberniæ Nono February

At his majestys Inferiour Court of Common pleas begun and held at Northampton within & for the County of Hampshire on ye Second Tuesday of February being the 14th Day of the s^d Month and so de die in diem to Saturday ye 18th day of the said month Anno Domini 1769 Jorm 1/69

Present

Israel Williams
Oliver Partridge
Timothy Dwight Junr
Thomas Williams
Esqrs

Now commissionated & Sworn according to Dedimus

Jury for Trials

Elijah Hunt Foreman
Simeon Parsons
Obadiah James
Ebenezer Bliss 3d
Salmon Dickinson
Daniel White Junr
Benjamin Sexton
Noah Wright
Elijah Smith
Seth Lyman
Alexander Conkey
Pelatiah Smith Junr
Stephen Sheldon returned ~~ca sup~~ ^ca sup^

Northampton
Springfield
Hatfield
Westfield
Deerfield
Sunderland
Northfield
Pelham
Amherst
South ~~Hampton~~ ^

Be it remembered that Williams Williams of Hatfield Esq was by the Court of the Lord the King now here appointed Clerk of the Inferiour Court of Common pleas for the County of Hampshire and was now sworn truely and faithfully to perform all things which belong to the Duty of his said Office according to his best Understanding and agreeable to Law

Attest Dwight Junr und Clk

Continued Actions

Joel Ely yeoman and Benjamin Leonard Junr yeoman both of Springfield in the County of Hampshire Attis vs John Townley of Hartford in the County of Hartford and Colony of Connecticutt Trader Defft in aplea of the Case as heretofore recorded at large and now at this time the parties come here and the Referees to whom this Case was referred now report in ye following manner Viz We do award that the said Joel Ely and Benjamin Leonard Junr shall recover of ye said John Townley ye Sum of thirty eight pounds 19/9 3/4 wch we find ye said John owes the said Joel and Benjamin also ye Cost of Court and also Cost of this Reference — His therefore considered by the Court that the said Joel and Benjamin recover against the s^d John the Sum of thirty Eight pounds 19/9 3/4 of lawful money damages & Cost of Court and Reference in ye Whole taxed at Seventeen pounds 19/8 & true cost is

Ely & Leonard vs Townley

Taxon is 23d Feby 1769

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Dewey
vs
Leonard

Moses Dewey of Westfield in the County of Hampshire yeoman Plt vs Joseph Leonard Innr of Springfield in the County aforesaid Gent Deft in a plea of the Case as at large on record now at this Time ys Parties come here and because the Referees to whom this Case was referred have not made any Award they humbly pray that this Case may be continued until ye next Term under the same rule it is granted them

Bridgham
Als vs
Tinker

Nathan Bri gham of Southborough in the County of Worcester Gent John Warren of Marlborough in ye County of Middlesex Gent and Jabez lice of the same Marlborough Husbandman Plt vs Thinetha Tinker of Granville in ye County of Hampshire yeoman Deft in a plea as as at large on record of ye preceding Terms and now at this Time ys ~~Plt~~ come here by Joseph Hawley Esq their Attr and ye Deft being three times publickly called makes default of appearance in Court His therefore considered by the Court that the s^d Bri gham Warren & lice recover against the said Tinker three fourth parts of ye Tenement and premises demanded in ye Original Writ and Cost of Court taxed at seven pounds 7/10 and thereof &c

Idem
vs
Ord

Nathan Bri gham of Southborough in ye County of Worcester Gent John Warren of Marlborough in ye County of Middlesex Gent and Jabez lice of ye same Marlborough Husbandman Plts vs John Lord of Granville in the County of Hampshire yeoman Deft in a plea &c as at large on record and now at this Time the plts appear by Joseph Hawley Esq their Attr and the Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Bri gham Warren and lice ~~recover~~ do recover against ye John Lord ~~the~~ three fourth parts of ye premises &c demanded in ye Original Writ and Cost of Court taxed at Seven pounds 7/10 and thereof &c

Idem
vs
Dunham

Nathan Bri gham of Southborough in ye County of Worcester Gent John Warren of Marlborough in ye County of Middlesex Gent and Jabez Rice — of ye same Marlborough Husbandman Plts vs Jabez Dunham of Granville in ye County of Hampshire yeoman Deft in a plea &c as at large on record, And now the plts come here by Joseph Hawley Esq their Attr and ye Deft being three times publickly called makes default of appearance in Court — &c Therefore it is considered by ye Court that the said Bri gham, Warren and lice recover against ys Dunham three fourths of ye premises demanded in the Original Writ and Cost of Court taxed Seven pounds 7/10 and thereof &c Execon is 1st Novr 76

Gibbs
vs
Gibbs

Jacob Gibbs of Greenwich in ye County of Hampshire Gent Appt vs Thomas Gibbs of said Greenwich ye second yeoman Appellee by Arraplea of the Case as at large on record of the preceding Terms and now at this Term ye said Parties come here and ye Referees to whom this Case was referred now report as follows viz We do Award & determine that ye said Jacob Gibbs the original Deft recover of ys Thomas Gibbs 2d ye Original Plt Cost of Plt 2d of this Arbitration taxed at two pounds 10/10 — His therefore considered by the Court that ys Jacob recover against the s^d Thomas Cost of Court & of Reference in the whole taxed at ten pounds 12/1 and thereof &c

Execon is 30th Septr 76

Daniel Fowler of Westfield in the County of Hampshire yeoman Pltt Fowler
Bildad Fowler of sd Westfield yeoman Deft in aplea of the Case at
large on record of the preceding Term, and now the said Parties come
here and because the Referees towhom this Case was Referred have
not made any award they humbly pray that sd Case may be
further continued under sd same rule until sd next Term and it
is granted them

Samuel Hains of Westfield in the County of Hampshire yeoman Hains
Pltt vs Bildad Fowler of sd Westfield yeoman Deft in aplea of the Case as vt
at large on record of the preceding Term, And now the said Parties Fowler
come here and the Referees to Whom this Case was Referred now report
as follows viz: We judge and determine that there is justly due
from the said Samuel Hains to sd said Bildad Fowler Debt or
damages the just Sum of four pounds L/s/o And that sd Samuel
the pltt pay Cost of Court and of this Reference — Therefore it is
considered by sd Court that sd said Bildad recover against sd Samuel
four pounds L/s/o of lawful money damages and Cost of Court and of
Reference in the whole taxed at three pounds o/s/o 2 thereof is
Excon is 10th March 1766

Jacob Hatheway Junr of Suffield in the County of Hampshire Hatheway
yeoman Pltt vs Moses Bagg of Springfield in sd County aforesaid vt
yeoman Deft in aplea of the Case as heretofore recorded at large Bagg
And now the Pltt appears by John Worthington Esq his Attd
the Referees to whom this Case was Referred not having
made any award humbly prays that this Case may be
continued under the same rule until the next Term and it is
Granted him

John Mosely of Westfield in the County of Hampshire Gent Pltt vs Mosely
Samuel Hare of said Westfield yeoman Deft in aplea of the Case vt
as heretofore recorded at large and now the pltt appears by John Hare
Phelps Esq his Attd and by reason of the Referees to whom this
Case was Referred not having made any award he humbly pray
for a continuance under the same rule until the next Term &
it is granted him

Bildad Fowler of Westfield in the County of Hampshire Trader Fowler
Appt vs Reynold Marvin Moor of Granville in sd County aforesd yeoman vt
Appll in aplea of the Case as heretofore recorded at large And now Moor
at this Term the said Bildad being three times publickly called to
come into Court and prosecute his said Action is Nonsuit and sd
Reynold Marvin likewise defaulted & sd Action accordingly dismissed

Bildad Fowler of Westfield in sd County of Hampshire Trader Appt vs Hall
Daniel Rose of Granville in sd County aforesaid Appd in aplea of the vt
Case as at large on record of the preceding Terms and now the said Rose
Bildad being three times publickly called to Come into Court &
prosecute his Action against sd said Daniel is Nonsuit and sd Daniel
likewise defaulted & sd Action is accordingly dismissed

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Woolcott
vs
Cooley

Emerson Woolcott of Brookfield in the County of Worcester Gent Pltf
Eli Cooley of Springfield in the County of Hampshire yeoman Deft
in aplea of the Case as at large on record of the preceeding Term and now
at this Term the parties come here and the Referees to whom this Cause
was Referred now Report as follows viz. We Award that the said Emerson
pay said Eli Cost of Court and Cost of Reference being 16/
His therefore considered by the Court that sd said Eli recover
against the said Emerson his Cost of Court and Referencing
Whole taxed at three pounds 3/0 and thereof Execution is 10th March next

Gibbs
vs
Gibbs

Abraham Gibbs of Greenwich in sd County of Hampshire yeoman
pltf vr Uriah Gibbs late of said Greenwich now of Sudbury in sd
County of Middlesex yeoman Deft in aplea of the Case as here
to fore recorded at Large and now at this Term sd Parties come here
and the Referees to whom this Case was now report'd Referred And it is ordered
by the Court that this Case be continued under same Rule until the next Term
the said Parties have a further day before sd Court hereunto
the third Tuesday of May next Ensuing

Cadwell
vs
Dewey

Abel Cadwell of Westfield in the County of Hampshire yeoman Pltf
Moses Dewey of sd Westfield yeoman Deft in aplea of the Case as here
to fore recorded and now at this Time come before the Court now then
the before named Abel and Moses by their Council and agree to
refer the Case to the Final determination and award of Samuel Mather
Physician Daniel Mosely yeoman and Samuel Noble yeoman
all of Westfield or any two of them Arbitrators mutually chosen
by the said Parties / to be made upon the premises Returned into
this Court so soon as may be And James Noble of Pittsfield yeoman
agrees to become a party to the same Rule and the sd parties agree to
refer to the same persons Arbitraters above named to consider and
determine if a judgment of this Court the said James Noble recovered
against the said Dewey upon notes signed by Robert Blair Indors
over by said Dewey was for more than it ought to have been or not wh
Noble and Dewey Dispute and if for too much to award so much to
be paid by said Cadwell and Noble or either of them to said Dewey as
that judgment shall be found more than is just, Also sd Parties refer
to sd same Referees the said Nobles demand against sd said Dewey sd
Cost of a Suit sd said Noble recovered against Robert Blair wh Dewey had to collect

Johnson
vs
Mosley

Samuel Johnson of Westfield in the County of Hampshire yeoman
Pltf John Mosely of said Westfield Gentleman Deft in aplea
of the Case as heretofore recorded at Large, And now at this Term
The pltf in person comes here by John Worthington Esq his Attorney
And the Referees to whom this Case was Referred not having
made any award humbly prays that this Case may be con
tinued under the same Rule until the next Term
And it is considered by the Court that the said Parties have a
further day in this Court here until the third Tuesday of
May next Ensuing

Billing vs Belding No1

Joseph Billing of Hatfield in the County of Hampshire Gentn Ptt vs Reuben Belding of said Hatfield yeoman Deft in a plea of the Case for that said Reuben at said Hatfield on the first day of August last past was indebted to pt said Joseph in ps Sum of Sixty pounds Lawful money for so much money by Reuben to said Joseph &to the said Josephs use there before that Time had & rec and being so indebted said Reuben in Consideration thereof pro mised the said Joseph to pay him ps same Sum whenever afterward he should be thereto requested &c as in the Writ &c The said Joseph the ptt being now three times publickly called to come in Court and prosecute his said Action is nonsuit, And the Deft comes into Court and humbly prays that his Costs may be adjudg to him His therefore considered by the Court that the said Reuben recover against the said Joseph Ten Shillings and Six pence allowed him with his Assent for his Cost ind ending the Suit & ps Joseph &c

Nash Appt vs Thapping No2

Eleazer Nash Appt vs George Thapping Appe The parties come here by their respective Attornies viz Simeon Strong Esq and Daniel Hitchcock Gent, and pray that the action may be continued until the next Term & it is ~~pro~~ granted them ~~but because the papers were never brought into Court~~ but because the papers were not filed ~~&~~ Case is not received at large

Johnson vs Mayo No3

Daniel Johnson of Westmerland in the province of Newhampshire yeoman Ptt vs John Mayo of Warwick in the County of Hampshire yeoman Deft in a plea of the Case for that said John at Warwick afores on ps Second day of July 1760 by his note of that date for Value rec promised said Daniel to pay him two pounds L/D in two months from the date &c as in the Writ The ptt appears by Daniel Jones Esq his Attr and the Deft being three times publickly called makes Default of appearance in Court His therefore considered by the Court that the said Daniel the Plt recover against the said John two pounds L/D of Lawful money damages and Cost of Court taxed at two pounds 8/ Ster there &c Exon is 11th March 1760

Billing vs Fitch No4

Joseph Billing of Hatfield in ps County of Hampshire Gent Ptt vs William Fitch late of said Hatfield Gent Deft in a plea of the Case for that whereas the said William at Hatfield afores by his Note on the 26th Day of May last for Value rec promised ps Joseph to pay him three pounds 6/8 on demand with Interest &c Also for that s William on ps first day of August last at Hatfield afores for thirty Shillings Lawful money then and there borrowed & rec by the said William of the said Joseph promised the said Joseph to pay him the said Sum of thirty Shillings on Demand &c as in ps Writ The ptt appears by Joseph Hawley Esq his Attorney & Deft being three times publickly called makes default of appearance in Court His therefore considered by the Court that ps Joseph with his assent recover against the said William three pounds 18/9½ of Lawful money damages and Cost of Court taxed at one pound 6/8 and there &c Exon is 24th Feby 1760

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Bridgham ettld vs Holcomb

No 5

Nathan Bri gham of Southborough in the County of Worcester Gent Uriah Eager of Marlborough in the County of Middlesex Gent John Warren of the same Marlborough Gent and Jabez Lice of sd Marlborough Husbandman Plts vs Ezra Holcomb Lately dwelling on a Tract of Land in the County of Hartford in sd Colony of Connecticutt in New England and adjoining to Granville in the County of Hampshire called the Wedge yeoman Deft in a plea whereon sd Bridgham, Eager, Warren and Lice demand against the said Holcomb the Lands and Tenements in the said Granville with sd appurtenances included within sd following Lines that is to say the Southerly Line of sd Lands begins at the South East Corner of a Tract of Land in the said Granville now held by one Sam Wall lately in the possession of one Thinehas Bertins and runs East nine degrees South about 153 rods in the Line between our Province of the Massachusetts Bay in New England and our said Colony of Connecticutt called the Colony Line to sd Road in sd Granville called the Simsbury Road, Thence the Easterly Line runs Northerly by the said Simsbury Road about 119 rods to Land held by one Thinehas Tinthers Thence the West Line runs Westerly by the said Tinthers Land 40 rods. Thence the next Line runs South Ten rods thence the next line runs Westerly by sd said Tinthers Land to sd Land held by the said Worall thence the next Line runs South 24 degrees West by the said Walls Land to sd first Station above as their right and Inheritance and into which the said Holcomb has no Entry but by the Dissiesin which he unjustly and without judgment within twenty years now last past thereof made and Committed to them sd said Demandants and one Thomas Bri gham Lately of Marlborough aforesaid Husbandman Dec in his Life time Whereupon they the Demandants say that they together with sd said Thomas Bri gham Dec in his Life Time within twenty years last past were jointly as Joint tenants by Equal Shares seized of the said demanded Premises with sd Appurtenances in sd Demean of sd said demandants by sd Thom died as of Fee and right in a time of peace in sd time of the reign of our Royall Predecessor George the Third Second of Great Britain France and Ireland King &c taking the profits thereof to sd Value of Eight pounds by the Year since which and when they were as Joint tenants thereof seized the said demandants say that sd Ezra Holcomb in sd Life of the said Thomas Dec unlawfully & without judgment & with force and Arms entered thereinto disseized the said demandants sd Thos Dec and held out and deforced them sd Thos Dec thereof & afterwards the sd Thos Bri gham died and the above named demandants survived him and thereby the right to sd whole of sd said demanded Land & Tenements with sd Appurtenances accrued to sd Demandants & they became vested therewith per Jus accrescendi or right of Survorship and Ever since the said Ezra Holcomb has held out and deforced sd said demandants of all sd Demanded Premises and still unjustly holds them out To the damage of the said Bri gham Eager, Warren & Lice the Sum of one Hundred pounds & The parties appear by their Council viz sd Plts by Joseph Hawley Esq and sd Deft by John Worthington Esq and humbly pray that the Case may be continued until the next Term and it is granted them

Nathan Bri gham of Southborough in y County of Worcester Gent
Uriah Eager of Marlborough in the County of Middlesex Gent
John Warren of y same Marlborough Gent and Jabez Rice of said
Marlborough Husbandman Pltfs Jabez Dunham of Granville
in the County of Hampshire yeoman Deft in a plea wherein
the said Bri gham, Eager, Warren and Rice demand against y
said Dunham the Lands and Tenements in Granville aforesd
with y appurtenances included within y following Lines that
is to say the first Line begins on y Easterly Side of y Road in
y said Granville called Simsbury Road in y Northerly Line of the
five Hundred Acres of Land which y said Demandants sone
Thomas Bri gham Ded some time since conveyed to Lyra Kolomb
Samuel Lowlee and runs Easterly in y Northerly Line about one
Hundred thirty one rods to Lands lately in y Possesion of one
Bildad Fowler thence y Easterly Line of y demanded premises
runs Southerly by y said Land possessed by the said Fowler 60 Rods
thence y Southerly Line runs Westerly by Land in Possesion of
one Moses Allen to y Road called the Symsbury Road thence the
Westerly line runs Northward by the said Road to y first Stations
as their right and Inheritance and into which y Dunham has
no Entry but after y Disseizin which one Samuel Lowley there of
unjustly and without judgment within twenty years last
past made to them the said Demandants and one Thomas Bri gh-
am lately of y said Marlborough Husbandman Ded in his life
Time and whereupon the said Demandants say that they together
with y said Thomas Bri gham Ded in his lifetime within twenty
years last past were jointly as joint tenants by Equal Shares
seized of the said demanded Premises with y Appurtenances
in y demean of y said demandants as said Thos died as of fee
and right in a time of Peace in y Time of y Reign of our Royall
Predecessor George the second of Great Britain France Ireland
King &c taking y Profits there of to y Value of Six pounds by y
Year since which Time when they were sons joint tenants there of seized thes
demandants say that y said Samuel Lowlee in y Life Time of y
said Thomas Ded unlawfully and without judgment with
force and Arms Entered thereinto disseized y demandants y
said Thomas Ded after which disseizin y said Dunham entred
into the same premises and held out and deforced y Demandants
and the said Thomas Ded then alive there of afterwards y said
Thomas Bri gham died and y above named demandants sur
vived him and thereby y right to y whole of y demanded Land
Tenements with y Appurtenances accrued to y demandants
as they became vested there with per Jus accrescendi or right of
Survivorship and ever since y said Jabez Dunham has held out
deforced y demandants of all y said demanded Premises and
still unjustly holds them out to y damage of the said Bri gham
Eager Warren and Rice the sum of one Hundred pounds y Plt appears
by Joseph Hawley Esq and y Deft by John Worthington Esq and they
humbly pray that y case may be continued until the next
Term and it is granted them

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Bridgham & al vs Allen

No 7

Nathan Bri gham of Southborough in the County of Worcester Gent Uriah Eager of Marlborough in the County of Middlesex Gent John Warren of ye same Marlborough Gent and Jabez Rice of ye Marlborough Husbandman Pltfs vs Moses Allen of Granville in the County of Hampshire Husbandman Deft in a plea wherein the said Bri gham, Eager, Warren and Rice demand against ye said Allen the Lands and Tenements in Granville aforesaid with ye appurtenances included within the following lines that is to say, The first Line begins at ye Southwest corner of a Tract of land in ye sd Granville lately in ye posession of Bildad Fowler runs west nine Degs North to ye Road in ye sd Granville called ye Simsbury Road and thence it extends Northerly by ye sd Simsbury Road to ye Southwest Corner of a Tract of Land in ye posession of Jabez Dunham thence ye Northerly Line thereof runs East by ye sd Dunhams land about 130 rods to ye said Tract of Land lately in ye posession of ye Bildad, thence ye Easterly Line runs Southerly by ye sd Bildads Land about 65 Rod to ye Station first above mentioned (in Quantity about 57 Acres) as their right & Inheritance & to wch the said Allen has no Entry but after ye Disseizin which one Samuel Lowlee thereof unjustly and without Judgment within twenty years last past made to them ye sd Demandants & one Thomas Bri gham late of ye sd Marlborough Husbandman Dec'd in his life time and whereupon the s Demandants say that they together with ye said Thomas Bri gham Dec'd in his lifetime within twenty years last past were jointly as Joint tenants by Equal Shares seized of ye said demanded premises with ye appurtenances in the demean of ye said Demandants and ye sd Thomas Dec'd as of Fee and right in a Time of peace in ye time of the reign of our Royal Predecessor George ye Second of Great Britain, France and Ireland King & holding the profits thereof to ye Value of five pounds by ye year in wch and when they were as Joint tenants thereof seized ye Demandants say that ye said Saml Lowlee in ye life time of ye sd Thos Dec'd unlawfully & without judgment with force and Arms entered into ye sd Premises & disseized the said Demandants and ye sd Thos Dec'd after which Disseizin the said Moses Allen Entered into ye said demanded premises & deforced the said Demandants of ye sd Thos Dec'd then alive thereof & afterwards the said Thomas died and ye Above named demandants survived him whereby the right to ye whole of ye Demanded Land & Tenements with ye appurtenances accrued to ye said Demandants & they became vested therewith per Jus Accrescendi or right of Survivorship ever since the said Moses Allen has held out and deforced ye said demandants of all the said demanded premises and still unjustly holds them out to ye damage of the said Bri gham Warren Eager & Rice the sum of Sixty pounds &c The Above named parties appear by their respective Attornies viz: the pltfs by Joseph Hawley Esq & Defd by John Worthington Esq and pray that Case may be continued until the next Term It is considered by ye Court that ye said parties have a further day in this Court until the third Tuesday of May next Ensuing

Nathan Bri ghan of Southborough in y County of Worcester Gent
Uriah Cager of Marlborough in y County of Middlesex Gent John
Warren of y same Marlborough Gent & Jabez Rice of the s Marlborough
Husbandman Ptts vs Amos Root of a place called y Wedge of Land
in the County of Hartford and Colony of Connecticutt
Husbandman Deft in a plea wherein y said Brigham, Cager
Warren & Rice demand against y d Root the Land & Tenements
in Granville in y County of Hampshire with y Appurtenances
included within the following Lines that is to say y first Line
begins at y Easterly Line of y said Township of Granville at y
South Easterly corner of Land now possessed by one Nathaniel
Clark and runs West nine deg North to y Road in y s Granville
called y Simsbury Road, thence the next Line runs Southerly by
y said Simsbury Road about 42 Rods to Lands in y possesion of Saml
Trall, thence y next Line runs East nine degrees South to y said
Easterly Line of y said Township of Granville, thence the next
line runs in y said Line of y said Township to y Station first
above mentioned as their right and Inheritance into which
y said Amos Root has no Entry but after the Disseizin who hone
Samuel Lowlee thereof unjustly and without judgment within
twenty years now last past made to them y s d Demandants and
one Thomas Bri gham lately of y s d Marlborough Husbandman Dec d
in his life time and whereupon y s d Demandants say that they
together with y said Thom s Brigham Dec d in his life time within
twenty years last past were jointly as Joint tenants by Equal
Shares seized of y said Demanded premises with y Appurtenances
in the Demean of the said Demandants and y s d Tho s Dec d as
of fee and right in time of peace in the time of the Reign of
our Royal Predecessor George the Second of Great Britain France
and Ireland King & taking y Profits thereof to y Value of five
pounds by the year since which and when they were as Joint tenants
thereof seized y said demandants say that y said Saml Lowlee in y
life time of y said Thomas Dec d unlawfully & without Judgment
and with force and arms Entered thereinto disseized y s d demandants
and y said Thomas Dec d after which Disseizin y said Amos Root
Entered into y same premises held out and deforced y s d Demandants
and y said Thomas Dec d thereof & afterwards y s d Thomas died & y
abovenamed demandants survived him & thereby y right to the
whole of y said demanded Land & Tenements with y Appurtenances
accrued to y said demandants and they became vested therewith
per Jus Accrescendi or right of Survivorship & ever since the
said Amos Root has held out & deforced the demandants of all y said
demanded Premises & still unjustly holds them out to y e Damage of
the said Brigham, Cager, Warren & Rice Eighty pounds
The Ptts appear by Joseph Hawley Esq and y Deft by John Worthington Esq
their respective Council and humbly pray that y Case may be
Continued until y next Term and it is granted them

3 Vol.
Bridgham
Root
Ned

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Brigham
&
Al
vs
Trall

No 9

Nathan Brigham of Southborough in y County of Worcester Gent Ulriah Eager of Marlborough in y County of Middlesex Gent John Warren of the same Marlborough Gent and Jabez Rice of y said Marlborough Husbandman Plts vs Samuel Trall of Granvillein y County of Hampshire Husbandman Deft in a plea wherein the Plts Brigham, Eager, Warren and Rice demand against y said Trall the Lands and Tenements in Granville aforesd with y appurtenances included within the following Lines (that is to say) The first Line begins on y Easterly Line of y said Township of Granville at y North East Corner of a tract of Land in y Actual possession of one Jared Munson and runs West nine degrees North to y road in y Granville called the Simsbury Road thence the next line runs Northerly by y road about 40 Rods to lands in y possession of one Amos Root, thence y Next line runs East nine Degrees South to y said East Line of Granville aforesaid, thence the next line runs Southerly in y said East line of the said Granville to y first Station above s[ai]d the s[ai]d demanded Land is in Quantity about fifty Acres as their right & Inheritance into which y said Trall has no Entry but after y Disseizin which one Samuel Lowlee thereof unjustly & without Judgment within twenty years last past made to them y said demandants & one Thomas Brigham lately of y said Marlborough Husbandman Dec[d] in his life Time whereupon y said demandants say that they together with y said Thomas Dec[d] in his life Time within twenty years last past were jointly as Joint tenants by Equal Shares seized of the said demanded premises with y[e] appurtenances in the demean of the said demandants and y said Thomas Deceased as of Fee and right in a time of Peace in the Time of the Reign of our Royal predecessor George the Second of Great Britain France and Ireland King &c taking the profits thereof to y[e] Value of five pounds by the Year since which and when they were so as Joint tenants thereof seized the said demandants say that y[e] s[ai]d Sam[ll] Lowlee in the life of y said Thomas Dec[d] unlawfully & without Judgment with force and Arms entered into the said Premises Dispeized y[e] demandants and said Thomas Dec[d] in ~~his Life time~~ after which Disseizin the s[ai]d Trall entered thereinto held out and deforced y[e] Demandants & y[e] said Thomas Dec[d] thereof and afterwards y said Thomas Brigham died by[e] abovenamed Demandants survived him whereby y right to the whole of the said demanded Land & Tenements with y[e] Appurtenances accrued to y said Demandants and they became vested therewith per Jus Accrescendi or right of Survivorship and ever since the s[ai]d Samuel Trall has held out and deforced the said demandants of all the said demanded premises & still unjustly holds them out to y[e] damage of y said Brigham Eager, Warren & Rice Sixty pounds
The parties appear by their respective Attornies viz: The Plts by Joseph Hawley Esq And the Deft by John Worthington Esq And they pray that the Case may be continued until the next Term and it is granted them

Nathan Brigham of Southborough in y County of Worcester Gent
Uriah Eager of Marlborough in y County of Middlesex Gent John
Warren of the same Marlborough Gent and Jabez Rice of the said
Marlborough Husbandman Pltfs vs Jered Munson of Granville
in y County of Hampshire Husbandman Deft in a plea —
wherein the said Brigham, Eager, Warren & Rice demand against
the said Jabez the Lands and Tenements in Granville aforesd with
the appurtenances included within the following lines (that is to
say) The first line begins at y South East Corner of y District of
Granville & runs west nine degrees North about 208 rods to the
road in y said Granville called the Simsbury road thence y next
line runs Northerly by y said Symsbury Road about 79 rods to
Land in y possession of one Samll Trall, Thence y next line runs
East nine degrees South about two Hundred & twenty two rods to y
Easterly Line of the said District of Granville thence the next
line runs Southerly in the said Easterly Line to y first station
above said (the Land being in Quantity about one Hundred Acres)
as their right and Inheritance & into which y said Munson has
no Entry but after the Disseizin which one Samuel Lowlee
thereof unjustly and without Judgment within twenty years
last past made to them the said Demandants and one Thomas
Brigham Lately of the said Marlborough Husbandman Dec in his
life time and whereupon the said demandants say that they
together with y said Thomas Bridgham Dec in his life time within
twenty years last past were Jointly as Jointenants by Equal Share
seized of the said demanded premises with the Appurtenances
in the demean of the said demandants and y d Thomas Dec
as of fee and right in a time of peace and in the Reign of our
Royal predecessor George the second of Great Britain France and
Ireland King & taking the Profits thereof to y d Value of Eight
pounds by the Year since which and when they were as Joint
tenants thereof seized the s d Demandants say that the said
Samll Lowlee unlawfully & without Judgment & with force & arms entered thereinto & disseized the s d demandants & y d Thomas deceased
the said Munson & Entered into the same premises & held out and
deferred the said Demandants and y d Thomas Brigham the[n] alive
thereof, And afterwards the said Thomas Brigham died and the
above named demandants survived him & thereby y right & title
whole of y said demanded Lands and Tenements with the Appur
tenances accrued to y d demandants & they became vested there
with per Jus Accrescendi or right of Survivorship & Ever since the said
said Munson has held out and deferred y said demandants of all
the said demanded premises & still unjustly deferreth them & &
holds them out to y d Damage of the said Brigham, Warren Eager
& Rice the sum of one Hundred pounds
The parties appear by their respective Attornies and humbly pray
that y Case may be continued until y next Term. Therefore it is
considered by the Court that y said parties have a further day here
in this Court until the second Third Tuesday of May next ensuing
and y Case is continued accordingly

3103
Brigham &c vs Munson
1 10

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Baker
vs
Mitchel

Samuel Baker of Northampton in the County of Hampshire Husbandman Attor Joseph Mitchel of Deerfield in the County aforesaid Husbandman Deft in a plea ~~of trespass~~ that he render to him the said Samuel a reasonable account from the Time he was Bailiff of him the said Samuel at Northampton aforesaid for this to wit that whereas the said Joseph on y 15th day of November Anno Dom 1764 at Northampton aforesd was by y said Samll made the Bailiff of him the said Samuel to sell merchandize & make profit for him the said Samuel of a certain Gelding Horse of him the said Samuel and the said Samuel in fact says that on y fifteenth day of November at Northampton aforesaid he the said Joseph as Bailiff of him the said Samuel did receive and take of him y said Samll one Gelding Horse of him the said Samuel of y Value and price of twelve pounds lawful money to sell, merchandize and make profit of for him y said Samuel and a reasonable Acct thereof to him y said Samll within a reasonable Time from y said 15th Day of November when he should be thereunto required to render and the said Samuel further says that a reasonable Time for him the said Joseph to sell merchandize and Dispose and make profit of the said Horse and to render a reasonable Acct thereof to him the said Samuel from since y said 15th Day of Novr 1764 is long since elapsed and past, Nevertheless the said Joseph altho often required that reasonable Acct to y said Samll hath not rendered But that to y said Samll to render hath altogether refused and that to y said Samuel yet to render doth refuse To the Damage of the said Samuel Eighteen pounds—

The pltf appears by Joseph Hawley Esq his Attr and the Deft by John Worthington Esq and Simeon Strong Gent his Attornies comes & defends and says that said Samll ought not to have or maintain his s Action against him because he says that after y said Josephs receiving the Gelding Horse mentioned in the pltfs declaration & before y purchase of the pltfs Writ to wit on y first day of February 1766 at Springfield in said County he the said Joseph fully accounted with the said Samuel of and concerning the Gelding Horse aforesd & this is ready to verify, Wherefore he prays Judgment if y said Samll ought to have or maintain his said Action against him, And the said Samuel by his Attr above named says that by any thing contained in the foregoing plea of y said Joseph he ought not to be precluded from maintaining his Action aforesaid because he says that y said Joseph never did Acct with him y said Samll of and concerning his said Gelding Horse as the said Joseph in his plea above has alledged & this he prays may be Inquired of by y County &c Deft likewise Thereupon the Jurors of the Jury now at this time according to the form and Effect of y Statutes in this Case provided returned & impannelled being demanded likewise come here Who to say the Truth concerning the premises being duly sworn by Elijah Hunt Gent their Foreman declare upon their Oath that they find for y Deft Cost of Court It is therefore considered by the Court that y said Joseph recover against the said Samuel the Sum of one pound 11/ of lawful money allowed him with his Assent for his Costs in defending y Suit of y said Samuel &c The said Samuel by his Attr aforesaid appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next Ensuing & therein recognizes with Sureties as the law directs for his prosecuting the appeal with Effect as by said Recognizance on file it appears

Caleb Pomeroy of Northampton in y County of Hampshire Hus
bandman Pltf Samuel Leach of Chesterfield in y County aforesaid
yoman Deft in a plea of the Case for that the said Samuel on y 31st Day
of March 1760 at said Northampton by his note for Valued promisd
the said Caleb to pay him or his Order the sum of Twenty three pounds
four shillings Lawful money ater before the first day of June then
next with the lawful interest thereof until paid, Yet the the said
Samuel tho often thereto requested hath never paid y Contents of y
said note or any part thereof But he wholly neglects and refuses
so doit To the damage of the said Caleb Twenty four pounds &c
The pltf appears by Joseph Hawley Esq his Attr and the Deft being
three times publickly called makes default of appearance in Court
Itis therefore considered by the Court that the said Caleb recover
against y said Samuel Eighteen pounds 8/o of Lawful money
damages and Cost of Court taxed at one pound 6/10 and therto &c
The said Samuel afterwards now at this Term comes into Court by
Daniel Hitchcock Esq his Attr and appeals from y judgment of
this Court to y Superiour Court of Judicature to be holden at
Springfield within and for the County of Hampshire on y Fourth
Tuesday of September next ensuing, And he recognizes with Sureties
as the Law Directs for his prosecuting y Appeal with Effect as by s[aid]
recognizance on file it appears

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Pomeroy
vs
Leach
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Joseph Warren of Hatfield in the County of Hampshire Husbandman
Pltf vs Simeon White Junr of said Hatfield yoeman ta Deputy Sheriff
under Oliver Partridge Esq Sheriff of y said County Deft in a plea of
Trespass on the Case for that whereas on y last day of Octo last at
Hatfield afores[aid] y said Simeon was indebted to y said Joseph in y Sum
of Thirteen pounds 13/7½ Lawful money for certain Work & Labour
done and performed by the said Joseph in y Business of Husbandry
before the said Last day of Octo for the said Simeon at his special
Instance and Request and being so indebted the said Simeon afterwards
to wit/ on y last day of Octo aforesaid in Consideration therefor
undertook & faithfully promised the said Joseph that he y[e] Simeon
would well and truly pay and content him y said Joseph the said
Thirteen pounds 13/7¼ whenever he should be there to required, And
whereas the said Joseph afterwards /to wit/ on y said last day of Octo
at said Hatfield had done and performed for y said Simeon at his
special Instance & Request certain other work & Labour in his Business
of husbandry he y said Simeon then and there to wit at Hatfield on y
said Last day of Octo in consideration thereof undertook & faithfully
promised said Joseph that he would content & pay to y[e] said Joseph all
such sums of money as y said Joseph deserved to have for such Work
and Labour last above mentioned to be done & performed by y said
Joseph for the said Simeon whenever afterwards he should be thereto
required And the said Joseph in fact says that he reasonably deserved
to have for his Work and Labour last above mentioned to be done &
performed for the said Simeon by him the said Joseph the Sum of
Thirteen pounds 13/7½ of like Lawful money of all which y[e] said Simeon
afterwards /to wit/ on y said last day of Octo at Hatfield had notice
And whereas the said Simeon afterwards /to wit/ on the said last day
of Octo at said Hatfield was indebted to y said Joseph in y further sum
of 5/ of like Lawful money /to wit/ four Shillings for y Use of his

Warren
vs
White
14

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Warren
vt
Whitmore

Narrow Ax Cet to ye said Simeon at his request by ye said Joseph one shilling and four pence for an Old Linen Trouke before that time sold and delivered by ye said Joseph to ye said Simeon at his special Instance and request and being so indebted the said Simeon afterwards vizt on the said Last day of Octo at Hatfield aforesd in Consideration thereof promised said Joseph that he would pay him ye Sum of five Shillings & fourpence upon demand Yet the s^d^ Simeon tho often thereto requested hath never performed either of his promises aforesd to ye said Joseph or any part thereof but to perform the same hath hitherto refused and still doth altogether refused neglect to doit To ye damage of ye said Joseph fifteen pounds &c
The plt appears by Joseph Hawley Esqr & the Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Joseph recover against the said Simeon thirteen pounds 18/11½ of lawful money damages & Cost of Court taxed at one pound 6/7 and thereof &c
The said Simeon afterwards now at this Term comes hereby Danl Hitchcock Gent^r^ his Att^y^ and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for the said Simeons prosecuting the appeal with Effect as by said recognizance on file appears

Thomas
vt
Bartlit

John Thomas of Hartford in the County of Hartford & Colony of Connecticutt Yeoman Plt^ff^ vs Nathaniel Bartlit of South Hadley in the County of Hampshire Yeoman Deft in a plea of ye case for that said Nathaniel at Springfield on ye first day of November 1765 by his note of that date for Value Recd promised one Eleazer Burt to pay him or his order Two pounds 6/ on demand with Interest till paid, & afterwards on ye Eighteenth day of March last past the said Eleazer Indorsed the same Note and thereby ordered ye Contents of s^d^ Note then wholly due to be paid to ye said John whereof ye said Nathaniel instantly had notice In Consideration whereof promised the Plt^ff^ to pay him the Contents of said Note on demand &c as in the Writ
The plt^ff^ appears by Justin Ely Gent^r^ his Att^y^ & Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye s^d^ John recover against the said Nathaniel three pounds 6/2¾ of lawful money damages and Cost of Court taxed at one pound 16/7 Thereof &c
Eacon is 11th March 1766

Williston
vt
Parsons

John Williston of Springfield in ye County of Hampshire Yeoman Plt^ff^ vs Abner Parsons of s^d^ Springfield yeoman Deft in a plea of the case for that said Abner at s^d^ Springfield on ye 23 day of August 1766 by his Note of that date for Value Recd promised the said John to pay him or his Order three pounds 17/10¾ in Grain or Westindia Goods in one year from ye Date of said Note with Interest from the date till paid &c as in the Writ

The

The pltt appears by Justin Ely Gent his Attorney and Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by the Court that sd John recover
against the said Abner four pounds 4/ 12½ of lawful money
damages and Cost of Court taxed at one pound 10/2 whereof he
is 11th Mar 1769

307
Williston
vs
Parsons

Thomas Johnson of Pownal in the County of Albany & Colony of
New York yeoman Pltt vs James Wilde of Colrain in sd County
of Hampshire yeoman Deft in a plea of the Case for that
whereas the said James at said Northampton on sd 20th Day of
August Domi 1768 by his note of that date for Value rec pro
mised the said Thomas to pay to him or his Order sd Value of Six
pounds lawful money in good merchantable Wheat to be delivered
at Landlord Wells's meaning Ebenezer Wells's in Greenfield in sd
County aforesd by sd first day of January next Ensuing the
date of said Note and the said Thomas avers he was always
ready at sd Time and place of Delivery aforesaid to receive the
said Wheat of the said James Wilde yet sd said James tho often
thereto requested hath not delivered sd Wheat to sd said Thomas
but hath refused still refuses to do it — To sd Damage of sd said
Thomas as he saith the sum of nine pounds

Johnson
vs
Wilde
1l

The pltt appears by William Billings Gent his Attorney Deft being
three times publickly called makes default of appearance &c
It is therefore considered by the Court that the said Thomas recover
against sd said James Six pounds of lawful money Damages &
Cost of Court taxed at two pounds 3/6 and thereof he
The said James afterwards at this Time come here by Simeon
Strong his Attorney and appeals from sd judgment of this Court
to the Superiour Court of Judicature to be holden at Springfield
in and for the County of Hampshire on the fourth Tuesday of
September next Ensuing And he recognizes with Sureties as sd
Law directs for the said James prosecuting sd appeal with
Effect as by sd recognizance as on file it appears

Billing
vs
Kellogg
1l

Thomas Billings of Sunderland in sd County of Hampshire yeoman
Pltt vs Joel Kellogg of Ashfield in sd County aforesd husbandman Deft
in a plea of the Case for that whereas said Joel at said Sunderland on
the seventh day of March 1769 by his note of that date for Value
rec promised the said Thomas to pay him or his order two pound
6/ lawful money on demand with Interest &c as in the Writ
The pltt appears by William Billings Gentleman his Attorney
And the Deft being three times publickly called to come into
Court makes default of appearance here It is therefore con
sidered by the Court that the said Thomas recover against the
said Joel two pounds ten Shillings and two pence two farthings
of lawful mony damages and Cost of Court taxed at one pound
eight Shillings and two pence whereof he may have his Execution
Execon 3d March 1769

360

Hallett
vs
Pynchon

20

Joseph Hallet Merchant, Benjamin Kissam Att at Law & Elizabeth Hazard Widow all of y City of Newyork in y County of Newyork & Provine of Newyork Plts vs George Pynchon of Springfield in the County of Hampshire Gent Deft in a plea of y Case for that y so George on the nineteenth day of May A Dom 1769 by a Spring field Obrd by his note under his hand of that date for Value Recd promised the said Joseph, Benjamin and Elizabeth to pay them y sum of Ninety pounds Lawful money of the said Province of Newyork at y rate of 8/ per Dollar which the said Joseph, Benjamin & Elizabeth say is of the Value of sixty seven pounds 10/ Lawful money of our Provine of the Massachusetts Bay by y 19th Day of September then next ensuing the date of y same note with Lawful Interest for the same till paid, Yet y said George tho that Time is Elapsed and tho often requested hath not paid y same Sum nor the Interest thereof But he neglects it To y damage of y Pls Joseph Benjamin and Elizabeth the sum of Ninety Pounds The plt appears by Jonathan Bliss Esqr his Att And the said George by Moses Bliss Esqr his Attorney comes & Defends & and saying Liberty to alter this plea & plead any new matter Tryal of the appeal says he is not Guilty in manner & form as the Plts have above declared against him and hereof puts himself on the Country — And y Plts consenting to the reservation aforesd say that y plea aforesaid of y Deft George in manner and form above pleaded and y matters therein contained are not a sufficient Answer to their Declaration and that they are not holden by Law to make any Reply thereto and this they are ready to verify Wherefore for want of a sufficient plea of y said George in this particular they pray Judgment that their damages and Cost may be adjudged to them, And the said George says his plea aforesaid is sufficient & therefore prays Judgt & for his Costs Thereupon all and singular the premises being seen & fully understood by y Court of the Lord the King now here for that it appears to y said Court that y plea aforesaid of y said George and the matters therein contained are not sufficient in Law to preclude the said Joseph, Benjamin & Elizabeth from having their Action against y said George maintained or from their damages and Costs aforesaid — Therefore it is considered by the Court that y said Joseph, Benjamin and Elizabeth recover against the said George the sum of forty three pounds 7/11½ of Lawful money damages & Cost of Court taxed at four pounds 4/2 & thereof the said George by his Attorney Aforenamed appeals from y Judgment of this Court to y superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y fourth Tuesday of September next ensuing And he recognizes with Sureties as the Law directs for y said Georges prosecuting y Appeal with Effect as by said recognizance on file it appears

Dwight
vs
Parsons

Jonathan Dwight of Springfield in y County of Hampshire Shopkeeper Plt vs Joseph Parsons of s d Springfield yeoman Deft In a plea of y Case for that said Joseph on y second day of February

January A Dom 1760 at Springfield aforesaid by his Note of that date for Value rec promised said Jonathan to pay him or his Order Eighth pounds l/m lawful mony on demand with Interest &
The ptt appears by Jonathan Bliss Gent his Attr and ye Deft being three times publickly called mates default & appearance here
It is therefore considered by the Court that ye said Jonathan recover against the said Joseph Eight pounds 12/8d ½ of lawful mony damages and Cost of Court taxed at one pound 16/2 3 thereof &
Exed is 10th Mar 1769

309
Dwight
vt
Parsons

Aaron Billings of Grafton Sunderland in ye County of Hampshire Yeoman ptt vs Jonas Brown of Grafton in ye County of Worcester Shopkeeper Deft in aplea of the Case for that whereas said Jonas at Northampton on ye 22d day of June 1768 by his note of that date for Value rec promised the said Aaron to pay him Eighty Gallons of Good Westindia Rum to be delivered at Capt Comfort Sages in Middletown within three months after ye Date thereof
The ptt appears by William Billings Gent his Attr and ye Deft being three Times publickly called mates default & appearance in Court
Therefore it is considered by the Court that the said Aaron recover against ye said Jonas twelve pounds of lawful mony Damages and Cost of Court taxed at one pound 15/8 and thereof &
Exed is 8d March 1st 1769

Billings
vt
Brown
22

John Abel of Ashfield in ye County of Hampshire Mollatto man ptt vs Thomas Billings of Ashfield aforesd yeoman Sole Executor of the last will and Testament of Eber Honestman of said Ashfield Negro man Dec'd Deft in aplea of the Case for that said Eber at Ashfield in his Life Time on ye Last Day of Decr 1767 being justly indebted to ye said John in the Sum of thirteen pounds Lawful money for work done by the said John in Consideration thereof said Eber in his life time promised said John to pay him the same on demand & ye Writ
The ptt appears by Daniel Hitchcock Gent his Attr and humbly prays leave to Discontinue his Suit paying Cost and it is granted him
And it is considered that ye said Thomas ye Executor recover against the said John one pound 11/8 Cost of Court Allowed him with his Agent in defending the Suit of the said John and thereof &
Exed is 22d Feb 1769

Abel
vt
Honestman
Exer
23

Seth Pomeroy of Northampton in ye County of Hampshire Esq ptt vs Elisha Nash of Granby in ye same County yeoman Deft in aplea of the Case for that the said Elisha at ye Northampton on the Third day of November A Dom 1767 by his note of hand of that date for Value rec promised the said Seth to pay him or his order Two pounds by the first day of June then next ensuing ye Date of ye Note with Interest till paid Yet ye said Elisha tho often thereto requested hath never paid the same or any part thereof but unjustly neglects it to ye Damage of ye said Seth four pounds The ptt appears by Daniel Hitchcock Gent his Attr & ye Deft being three times publickly called mates default & appearance here Therefore it is considered by ye Court that ye said Seth recover against ye said Elisha £2 11 3 ½ of Lawful mony damages & Cost of Court taxed at £1 1 7 thereof &c And the said Elisha afterwards comes here by Thomas Bridgman Gent his Attr & appeals from ye judgment of this Court to ye superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye Fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for ye said Elisha's prosecuting ye appeal with Effect as by said Recognizance on file it appears

Pomeroy
vt
Nash
24

370

Sylvester
vs
Leach
25

Seth Sylvester of Chesterfield in the County of Hampshire yeoman Pltf vs Samuel Leach of said Chesterfield yeoman Deft in a plea of the case for that the said Samuel at Northampton on the Eleventh day of November last past by his note of hand of that date for Value rec'd promised the said Seth to pay him five pounds L/S/ondemand with interest for the same till paid & yet tho' said Sam'l tho often requested hath never paid the same or any part thereof but unjustly neglects it To y Damage of y said Seth Eight pounds The pltf appears by Daniel Hitchcock Gent his Attr and y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y said Seth recover against the said Sam'l five pounds 19/2½ of lawful money damages & Cost of Court taxed at one pound 12/11 and therefore &c
The said Samuel afterwards comes here by Joseph Hawley Esq his Attr and appeals from y judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on y fourth Tuesday of September next And he recognizes with Sureties as the Law directs for y said Samuels prosecuting y Appeal with Effect as by Recognizance on file it appears

Whitson
vs
Cooley &
Waterman
26

Matthew Johnson of Lanesborough in y County of Berkshire yeoman Pltf vs Samuel Cooley of Springfield in y County of Hampshire yeoman and Waterman Ellis lately of s'd Springfield yeoman Defts in a plea of the case for that s'd Samuel & Waterman at s'd Springfield on y Eleventh day of May 1767 by their Note of that date for Value rec'd promised said Matthew to pay him Forty pounds L/S/ lawful money at or before the first day of Nov'r then next with Interest &c as in the Writ The pltf appears by Daniel Hitchcock Gent his Attr and y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y said Matthew recover against y said Samuel and Waterman nine pounds 7/11½ lawful money damages and Cost of Court taxed at two pounds 3/2 and therefore &c
Exec'on issued 22d April 1767

French
vs
Clap &
Clap
27

Ebenezer French of Southampton in y County of Hampshire Yeoman Pltf vs Benjamin Clap yeoman and Aaron Clap Junr yeoman both of said Southampton Defts in a plea of Trespass wherein the said Ebenezer complains & says that at s'd Southampton on the 27th Day of July last past and in y night Time of the same day the said Benjamin and Aaron with Force & Arms an assault made on y Body of the said Ebenezer being then and there in the peace of God and our peace and him beat and wounded & evil intreated by throwing said Ebenezer on y Ground smiting and wounding his Head stamping & bruising his Breast and Limbs so that thereof he long languished in much pain and is never likely to recover his former state of Health and many other Outrages against said Ebenezer the said Benja & Aaron then and there committed contrary to Law & against our peace & to the Damage of the said Ebenezer the Sum of Eighty pounds
The pltf appears by Simeon Strong ~~Esq~~ his Attr and the said Benjamin one of y Defts above named comes by John Worthington Esq and Joseph Hawley Esq his Attornies and defends &c and says that he is not Guilty

Guilty in manner and form as in this Writ against him is
alledged and thereof puts himself on Country & Plt likewise
And the said Aaron Clap by Aaron Clap his Guardian comes by
John Worthington & Joseph Hawley Esquires his Attorneys under
the said Guardian and Defends &c and for plea says that he is not
guilty in manner and form as the Plt against him declares
and thereof puts himself on the Country & Plt likewise
Thereupon a Jurors at this Time according to form & Effect
of the Statutes in this Case provided returned impanelled
being demanded likewise come here who to say the truth con
cerning the premises being duly sworn by Mr Elijah Hunt
their Foreman declare upon their Oath that they find the Defts
guilty of the Trespass declared on & find for the Plt Eighteen pounds
damages & Cost of Suit — It is therefore considered by the
Court that the said Ebenezer recover against the said Benjamin de
Aaron, Junr Eighteen pounds of lawful mony damages & Cost of
Court taxed at Six pounds three shillings and thereof &c

371

French
vs
Clap &c

Samuel Wilson of Blanford in the County of Hampshire Yeoman
Pltff vs James Wilson late of said Blanford Blacksmith Deft in a plea of
the Case for that the said James at Blanford on the last day of Dec^r
last past being justly indebted to the said Saml in the Sum of five pounds
L/S lawful money for sundry Articles of Book Glut according to
said Samuels Book and then and there in Consideration thereof
the said James promised the said Samuel to pay him the same on
demand Yet the said James tho often thereto requested hath not
performed his said Promise but the wholly denys to do it To the
damage of the said Samuel Seven pounds The Plt appears by
John Phelps Gent his Att^y and humbly prays that the Case may
be continued until the next Term the Deft being out of the Province
and it is granted him

Wilson
vs
Wilson
2d

Samuel Smith Junr of Almeria Precinct in Dutchess County in the
Province of New York yeoman Pltff Abimaay Easton of Westfield
in the County of Hampshire joiner Deft in a plea of the Case for that
said Abimaay at Northampton on the nineteenth day of October
last past by his note of that Date for Value rec^d promised said
Samuel to pay him Eight pounds L/S current money of
New York for which Sum the Plt says is equal to six pounds 3/6 3/4
lawful money of the Massachusetts Bay by the tenth day of Nov^r
then next with Interest till paid &c as in the Writ
The Plt appears by John Phelps Gent his Att^y and the Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Samuel recover
against the said Abimaay Six pounds L/S of lawful money
damages and Cost of Court taxed at two pound fifteen Shillings
and four pence and thereof he may have his Execution

Smith
vs
Easton
Jd

Exec^n is 10th April 1765

372

Leonard vs Stockwell & ats 30

Rebekah Leonard of Springfield in the County of Hampshire spinster Plt vs Samuel Stockwell yeoman and Gould Stockwell yeoman both of Springfield aforesaid Defts in a plea of the Case for that the sd Samuel & Gould at said Springfield on the fifth day of May 1766 by their note of that date for Value thereof promised the plt to pay her y sum of seven pounds 10/ lawful money within two years from the date of said note in manner following viz in Grain or other things as the said Rebecah shall want and the plt avers the time of payment for said note has long since elapsed & the plt avers she has always hitherto been ready to receive the said Grain or other things she wants, yet y said Samuel & Gould or either of them tho often thereto requested hath not performed their s promise But they wholly neglect & refuse to do it To y Damage of the said Rebecah the sum of nine pounds — The plt appears by John Phelps Gent his Attorney & y Defts being three times publickly called mates Default of appearance in Court & It is therefore considered by y Court that the said Rebekah recover against the said Samuel and Gould the sum of five pounds 0/ 0 of lawful mony damages & Cost of Court taxed at one pound 18/1 and therefore &c

The said Samuel and Gould afterwards come here by John Worthington Esq their Att and appeal from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y fourth Tuesday of September next Ensuing and the recognizes with Sureties as y Law directs for the said Samuel & Gould prosecuting y appeal with Effect as by s Recognizance on file appears

Bolton vs Smith 31

David Bolton of Murrayfield in y County of Hampshire yeoman Plt vs Joel Smith of Springfield in y County aforesd Blacksmith Deft in a plea of the Case for that the said Joel at Northampton on the 30th Day of April 1766 by his note of that date for Value thereof promised the said David to pay him y sum of Eight pounds 10/ lawful mony by the first day of January then next following the date of said Note and y said David says that y Day given for the payment of the same note is long since Elapsed Yet y d Joel tho often thereto requested hath not performed his said Promise But he wholly denys to do it To the damage of the said David nine pounds &c The plt appears by John Phelps Gent his Att and the Deft being three times publickly called mates Default of appearance in Court Therefore it is considered by y Court that y said David recover against the said Joel Eight pounds 10/ of lawful mony damages & Cost of Court taxed at one pound 13/2 and therefore &c

The said Joel afterwards at this Term comes here by Justin Ely Gent his Att ~~and Deft~~ appeals from y judgment of this Court to y Superiour Court of judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next & he recognizes with Sureties as y Law directs for y d Joels prosecuting y Appeal with Effect as by said Recognizance on file appears

Inlett Esq vs Pratt 33

Samuel Talcott of Hartford in y County of Hartford and Colony of Connecticutt Esq Plt vs Phinehas Pratt of Granville in y County of Hampshire Gent and a Deputy Sheriff under Oliver Partridge Esq Sheriff of y said County Defts in a plea of the Case for that y said Phinehas at Northampton on the sixth day of Sept 1766 by his pro

Promisory note in writing under his hand of that date for Value
rec'd promised the said Sarah to pay him ye sum of twenty eight
pounds l/o Lawful money on demand with lawful interest for ye
same till paid Yet ye said Phinehas tho often requested hath never
paid the same nor any part thereof but unjustly neglects and
refuses to do it To ye damage of the said Samuel thirty pounds
The ptt appears by John Worthington Esq his Attr and ye Deft being
three times publickly called makes default of appearance here
His therefore considered by ye Court that the said Samuel recover
against the said Phinehas twenty one pounds 18/ of lawful
mony damages Cost of Court taxed at two pound 5/9 whereof &c
The said Phinehas afterwards comes here by John Phelps Gent
his Attr and ~~the~~ Appeals from ye judgment of this Court to the
Superiour Court of judicature to be holden at Springfield in &for
the County of Hampshire on ye fourth Tuesday of September
next Ensuing the recognizes with Sureties as the Law directs for
the said Phinehas prosecuting ye Appeal with Effect as by said
recognizance on file it appears

373
Allen
vt
Pratt

Royal Tyler of Boston in ye County of Suffolk Esq Attr vs Abner
Newton of Colrain in ye County of Hampshire yeoman Deftnt
plea of the case for that said Abner at Northampton on the ninth
day of July 1765 by his promissory note in writing under his
hand of that date for Value rec'd promised the said Royall to pay
him or his order the Sum of thirteen pounds 6/10 lawful mony
within six months from the date of said Note with lawful
Interest for the same till paid, Yet the s'd Abner tho often requested
hath never paid ye same or any part thereof but unjustly
neglects and refuses to do it To ye damage of ye s'd Royall Eighteen pounds
The ptt appears by John Worthington Esq his Attr and Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that the said Royall recovr agt
the said Abner fifteen pounds 15/1 of lawful mony damages &
Cost of Court taxed at three pounds 1/6 and thereof &c
The said Abner afterwards comes here by Jonathan Ashley Junr Esqr
his Attr and appeals from ye judgment of this Court to the
Superiour Court of judicature to be holden at Springfield in &
for the County of Hampshire on ye fourth Tuesday of September
next Ensuing and he recognizes with Sureties as the Law directs
for the said Abners prosecuting ye Appeal with Effect as by said
recognizance on file appears

Tyler Esq
vt
Newton
31

To ye Sheriff or Marshall of the County of Hampshire &c
In his Majesty's name you are required to replevie Two Oxen one of them
a Black Ox with high Horns Ten years Old & other a brindled Ox with a
White face with cutt Horns nine years Old belonging to John
Chadwick of Tyrringham in the County in ye County of Berkshire &
now destreined or impounded by Rhimaay Easton of Westfield in ye County of Hampshire &
deliver ye said Oxen unto said John summon s'd Rhimaay to appear
before the Justices of this Inferiour Court next to be holden at Northam'
on ye second Tuesday of February next to answer to ye s'd John in a plea
of replevin for that s'd Rhimaay on ye 10th day of Jan'y current at a place
called the said Johns Barn in Sandisfield in s'd County of Berkshire took
ye s'd Cattle & s'd Oxen them away to Westfield & impounded them in ye s'd Rhimaays

Chadwick
Esq
vt
Easton
330

374 Abimaaz Close there and in the said pound them unjustly detaine
against Sureties & pledges to this Time which is to ye Damage is to y^d
Chadwick Esqr vs Easton 3 John damage of the said pltf the sum of Ten pounds &c as in the Writ
The pltf appears by John Worthington Esqr his Att^y and the Defts being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said John recover against
the said Abimaaz the sum of three pounds 12/ lawful money
damages and Cost of Court taxed at two pounds 19/11 Thereof &c
Execu^n id 23^d Feby 1761

Root vs Loomis 36 Amos Root of Hatfield in ye County of Berkshire yeoman Plt^f
Jonathan Loomis of Springfield in ye County of Hampshire yeoman Def^t
in a plea of the Case for that whereas on the 24th Day of Septr 1760 at
Springfield one Sylvanus Dudley then of said Springfield yeoman made
his promissory note in writing under his hand of that date whereby
for Value Rec^d of the said Amos promised to pay him or order five
pounds on or before the first day of November then next following
with Lawful interest for the same till paid and afterward viz
on ye Eleventh day of January then next following at s^d Springfield
the said Sylvanus having wholly neglected to pay any part of the
Contents of ye same note ye said Amos sued out our Writ of Attachment
from ye Clerks Office of our Inferiour Court of Common pleas for y^e
said County of Hampshire in form as by Law of this Province is
prescribed directed to you your Under Sheriff or Deputy or to either
of the Constables of ye Town of Springfield in s^d County, Whereby
we command^d you or them y^u to wit ever ours Writ should be deliver^d
to attach y^e ~~—~~ Goods or Estate of ye said Sylvanus to ye Value of
nine pounds & forthwith to take the Body of ye said Sylvanus if
he might be found in your or their precinct ~~might~~ and him safely
keep so that you might have him before our Justices of our Inferiour
Court then next to be holden at Northampton within & for our said
County of Hampshire on ye second Tuesday of February then next there
there in our said Court to answer to said Amos in a plea of the case
for the s^d Sylvanus not performing to s^d Amos his promise & agreement
made by the note aforesaid to ye damage of ye s^d Amos as he then said
nine pounds & which by the same Writ he declared should at ye same
Court be made to appear with other due damages, And you the s^d
Constables were by the same Writ then & there required to have the
same Writ at the same Court with your, or their doings thereon And at s^d
Springfield on ye twenty fifth day of ye same Janry ye s^d Amos delivered
the same Writ to ye said Jonathan Loomis then one of ye Constables of s^d
said Town of ~~Hatfield~~ Springfield duly Qualified to Execute & perform y^e
Duties of the said Office to Execute & Return ye same according to Law & ye s^d
Amos says that beside and above the General direction & Command of s^d
same Writ that he by way of special Caution & Direction to s^d Jonathan
did by writing on ye same Writ direct ye s^d Jonathan that in serving &
Executing of the same he should Attach Estate of ye s^d Sylvanus sufficient
to satisfy any Sum that might be recovered against him on that
Process or that he should hold ye said Sylvanus to good Bail Yet that
the said Jonathan disregarding our Command aforesaid in s^d Writ & the
Caution & Direction aforesaid given him as aforesaid at s^d Springfield on
the 24th Day of said January by Virtue of s^d Writ attached a Chest of s^d
said Sylvanus of not more than 6/ Value and left ye same in ye hands of s^d
Sylvanus

Sylvanus and never made any search or Enquiry for any other or further Estate of said Sylvanus in his precinct and did not take ye Body of the said Sylvanus in order to have him before our Justices aforesaid as for want of sufficient Estate he was commanded & ^ffered all the while said Jonathan was the same day in Company with s^d Sylvanus had him in his power might well have taken him & have had his Body before the same Court but only made return of ye same Writ that by Virtue thereof he Attached a Chest tendered him by s^d Sylvanus as his Estate but ye same time gave him a Summons for his appearance as ye Law directs as by the same Writ and ye Return thereon in our said Court remaining is manifest appeares, And the p^tt further says that at ye said Inferiour Court to which s^d Writ was returnable he prosecuted the said Action so commenced as aforesaid & then & there by the Judgment of ye same Court thereon recovered against s^d Sylvanus five pounds 2/ 8d½ for his damages by him sustained by reason of ye said Sylvanus not performing his promise aforesaid and one pound 8/ for Cost & Charges by him about his Suit in that behalf Expended and that afterwards viz at Springfield on ye 26th Day of May then next following hee sued out our Writ of Execution on ye same Judgment & for the sums aforesaid in forme as by Law of this province is prescribed and on ye same day at s^d Springfield delivered the same Writ of Execution to Daniel Leonard of said Springfield then ever since one of your Deputies there to Execute and Return, & ye s^d Amos says that soon after ye said 26th Day of January ye s^d Sylvanus removed from s^d Springfield & from ye said County of Hampshire with all his Effects into parts unknown & hath ever since continued in Distant and unknown parts of the Country, & that ye said David Leonard never could find ye said Sylvanus or any of his Estate whereon to Levy the said Writ of Execution but on ye thirtieth day of August last past made Return thereof that he had made diligent Search within his precinct and Could find neither Body or Estate of ye said Sylvanus Dudley whereon to serve the same but returned it wholly unsatisfied as by ye same Writ in our s^d Court remaining is also manifest & ye said sums are yet wholly unpaid & unsatisfied Contrary to s^d Amos by ye aforesaid Negligence & Misfeasance of s^d Jonathan whereby & to ye Damage of the said Amos twelve pounds &c The p^tt appears by John Worthington Esqr his Att^y and the s^d Jonathan by Joseph Hawley Esqr his Att^y comes and defends &c says y^t he is not guilty in manner & form as in ye preceding declaration against him is Alledged & thereof puts himself on ye Country, and the p^tt Likewise

There upon the Jury at this Time according to ye form & Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here, Who to say ye Truth concerning the premises being duly sworn by Mr Elijah Hunt their Foreman did say upon their Oath they find for ye Def^t Cost of Court, It is therefore considered by ye Court that ye said Jona recover against ye s^d Amos two pound 8/ allowed him for his Cost in defending ye Suit of ye s^d Amos &c The said Amos by John Phelps Gent^r his Att^y appeals from ye judgment of this Court to ye supreme Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next And hee recognizes with sureties as the Law directs for his prosecuting ye Appeal with Effect as by s^d Recognizance on file appears

375
Lost
of
Loonis

376 Phillips Esquire vs Williams 37

William Phillips of Boston in the County of Suffolk Esq Pltf vs Elijah Williams of Deerfield in the County of Hampshire Esq Deft in aplea of Ejectment wherein he demands against sd Elijah the several Tracts or parcels of Land hereafter mentioned lying in Deerfield in the County of Hampshire with ye Appurtenances Viz one House Lott containing five Acres with the Building thereon viz. a Dwelling House two Barns & out houses bounding East, West and South on highways & North on sd Sarah Wells Houselot also one other House Lott with ye Shop standing thereon containing seven Acres bounded West partly on sd Town Street & partly on Catlin, Barnard and Nims Land East on Dickinson Allen Field and Williams Land North on Catlin & Nims Land South upon Barnard and Williams Land also fourteen Acres & three quarters of an Acre of Land lying in Little Meadow so called in sd Deerfield bounding East on Thomas Dickinson Thos Williams Esq & Stebbins House Lotts West on Deerfield River & a highway North on Land of Thos Dickinson, South on Joseph Stebbins Land & a highway Also ten Acres & an half of Land at Eagle Brook so called in sd Deerfield bounding East and South on Daniel Arms Land West on John Kinds dales Land North on ye Meadow Fence Also Eight Acres & a half of Land at a place called Old Fort in sd Deerfield bounded East & North on Deerfield River West on ye foot of ye Great Hill South on Land of Thomas Williams Esq Also Eight Acres of Land in Harrow Meadow so called in said Deerfield bounding East and West on Deerfield River North on David Fields Land & South on Land of Thomas Williams Esq Also three Acres in the Great Meadow so called in sd Deerfield bounding East on a highway West on Deerfield River North on Land late of Eb Wells Dec and South on Joseph Stebbins Land And also four Acres of Land in said Great Meadow bounding East on John Nims Esq West on Deerfield River North on Catlins Land South on Thomas Dickinsons Land Also Nineteen Acres at a place called Cheapside in said Deerfield bounding East & South on Deerfield River North & West on Land lately belonging to ye Heirs of Eleaz Williams late of Mansfield Clerk Dec Also twenty Acres of Land at a place called Fort Hill in said Deerfield bounding North on Joseph Barnards Land & on Ebenezer Wells Land West on a road and East on ye Top of ye Mountain Also Sixty Acres in ye first Division of Commons in sd Deerfield bounding East on ye foot of ye Great Hill West on the second division North on John Hawks Land South on Ebenezer Wells Land Also a Lott containing about forty Acres in the second Division of Inner Commons in sd Deerfield bounding East on ye first Division West on the seven mile Line North on John Hawks Land & South on Land recorded to Ebenezer Smead, Also Sixty Acres of Land in ye second division bounding East on ye first Division West on ye seven mile Line North on Land laid out to Eber Nims and South on Land of the Heirs of Thos Wells ye second, Also the Lotts No 112 No 42 in Shelburne in y County of Hampshire which sd Lotts lie together and Contain two Hundred and forty seven Acres, Also Sixteen Acres in the first division of inner commons in sd Deerfield bounding East on a highway West on ye second division North on Land belonging to ye Heirs of Matthew Calepon South on Land of ye Heirs of William Hawkes Williams Also

Also Sixty Acres in said first division of inner commons bounding East on Meadow Lotts West & North on John Hawks Land South on John Sheldens Land, Also a Lott in said Deerfield containing about Seventy Acres bounding East on Connecticutt River West on a Town road North on Joseph Barnards Land, Also a Lott in said Deerfield containing about Thirty Acres bounding East on Connecticutt River West on Town road North on Joseph Barnards Land & South on Jeremiah Nims Esquire Land, Also seven Lotts in ye East mountain Division in Deerfield Viz^t No 38 - No 39 - No 41 - No 43 - No 45 - No 46 & No 47 the whole of s^d Seven Lotts containing about two Hundred and fifty Acres & all said seven Lots bounding East on Connecticutt River West on ye Top of s^d Mountain Also a Lot of Land in Conway in the County of Hampshire Viz^t No 14 containing about one Hundred & seventeen Acres, Also one other Lot in s^d Conway vizt No 39 containing one hundred & fifty Acres with ye Appurtenances, And the said William Phillips says that he within twenty years last past in a time of peace was seized of each and every of the aforesaid Tracts of Land with ye Appurtenances in his own right in his Demesne as of Fee taking the profits thereof to ye Value of fifty pounds a year since which s^d Elijah hath illegally & without judgment entred thereinto & Disseized ye said William ye pl^tf thereof & still unjustly holds to his Damage of ye s^d sum of two thousand pounds The pl^tf appears by John Worthington Esquire his Att^y and ye Elijah comes by Joseph Hawley Esqr his Att^y and Defends & reserving Liberty to waive ye following plea & to plead anew at ye Trial of ye appeal says that ye Mortgage of the within demanded premises made to ye within named Demandant was Executed prematurely & this he is ready to verify Wherefore he prays Judgment whether this Action ought to be maintained against him,

And ye said Wm Phillips by his Att^y aforesaid consenting to ye Reservation aforesaid says that he for any thing by ye s^d Elijah in his plea aforesaid alledged ought not to be precluded from maintaining his said Action against him ye s^d Elijah because he says that ye plea aforesaid of the said Elijah in manner & form as aforesaid pleaded is an insufficient answer to his Declaration & that he is not holden by Law to make any Reply thereto & this he is ready to verify Wherefore for want of a sufficient plea of ye s^d Elijah in this Behalf he prays Judgment for possession of ye demanded premises and for his Costs & said Elijah says his plea is sufficient wherefore because the s^d Wm hath not Denied ye same nor made any answer thereto he prays Judgment for his Costs

Thereupon all & singular the premises being seen & fully understood by the Court of ye Lord the King now here for that it appears to ye s^d Court that ye plea aforesaid of the said Elijah by him in manner & form above pleaded and the matters therein contained are not sufficient in Law to preclude the said William from proceeding in his said Action ~~from~~ the Possession of s^d Premises ~~Damages and Costs~~, It is therefore considered by the Court that the said William Phillips recover against the said Elijah One Thousand seven Hundred & twenty two pounds 6/8 3/4 of Lawful money Damages, and Cost of Court taxed at two pounds 19/10 Lieu^l Sum of y^e or Possession of the Land and Tenements aforesaid Damages shall not be paid within two months from this time that the ~~Demandant~~ according to law the Writ of Error be prosecuted ~~& thereof the Demandant~~ The

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Phillips
vs
Williams

The said Elijah by his Attorney within named appeals from the Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y Fourth Tuesday of September next Ensuing and Recognizes with Sureties as the Law directs for his prosecuting of Appeal with Effect as by y Recognizance on file it appears

Ellingwood
vs
Wallbridge
3d

Israel Ellingwood of Boston in y County of Suffolk yeoman Pltf Amos Walbridge of Munson in the County of Hampshire Gent Deft in a plea of Ejectment wherein he demands against the said Amos a certain Tract of Land lying in said Munson formerly belonging to David Hitchcock late of said Munson Gent Dec'd lying chiefly on Chicobe Brook so called there bounding Southerly on Land lately belonging to y Heirs of Paul Hitchcock formerly of Brimfield Dec'd Westerly partly on common Land partly on Land late of John Hitchcock & partly on Land belonging to y Heirs of Henery Dwight formerly of Hatfield Esq Dec'd Northerly on a small Brook running Westerly said Chicobie River Brook & Easterly partly on Land lately belonging to y Heirs of Paul Hitchcock aforesd & partly on common Land containing about one hundred & ten Acres with y Appurtenances &c as in the Writ The pltf appears by John Worthington Esq his Attorney & Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that the said Israel recover against the said Amos Seventy five pounds 16/ of Lawful money Debt & Cost of Court taxed at three pounds 2/ to be paid within two months otherwise y Pltf have Execution for y same dated y 23d June 1769

Lawson
vs
Whaples
3d

John Lawson of Union in y County of Windham in y Colony of Connecticutt yeoman Pltf vs Jonathan Whaples of Sandisfield in y County of Berkshire yeoman Deft in a plea that y said Jonathan render him fifty four pounds Lawful Money which to y said John he owes & from him unjustly detains &c wherein y said John says that at said Northampton on y 21st Day of April 1767 by his bond of that date bound himself to y said John in y Sum of fifty four pounds to be paid him on demand &c as in the Writ The pltf appears by John Worthington Esq his Attorney & Deft being three times publickly called makes default of appearance in Court It is therefore considered by Court that y said John recover against y said Jonathan thirty pound 5/7 of Lawful money Debt & Cost of Court taxed at two pounds 10/ Attorney Fee

Pitts Esq
vs
Leonard
40

James Pitts of Boston in y County of Suffolk Esq Pltf vs Eliphalet Leonard of Springfield in y County of Hampshire Gent Deft In a plea of the Case for that y said Eliphalet at Northampton on y 24th Day of July 1767 by his promissory note in writing under his hand of that Date for Value rec'd promised the said James to pay him or his order one hundred Ninety six pounds 6/ Lawful money on or before y 21st Day of Octo then next with lawful interest for y same till paid Yet y said Eliphalet tho often requested hath never paid the same or any part thereof But unjustly neglects to do it to y Damage of y said James two hundred fifty pounds The pltf appears by John Worthington Esq his Attorney & Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said James recover against y said Eliphalet two Hundred fourteen pounds 13/2 Lawful money Damages 36/ Cost of Court taxed at £3 0 0 2 Attorney Fee The said Eliphalet afterwards at this Term comes here by Preston Ely Gent his Attorney and appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as y Law directs for y said Eliphalets prosecuting of Appeal with Effect as by said Recognizance on file appears

Jeduthun Baldwin of Brookfield in ye County of Worcester Gent Pltf^r^ 379
Abraham Parkhurst of Shutesbury in ye County of Hampshire yeoman
Deft^s^ in aplea that said Abraham render to^s^ Jeduthun two pounds L^m^ Baldwin
lawful money which to him he owes & from him unjustly detains and
whereon ye s^d^ Jeduthun says that at a Court holden where Jedediah Foster
Esqr ye ninth day of May last past recovered against s^d^ Abraham Parkhurst
two pounds L^m^ as well for his damages sustained by reason of a certain
Trespass on ye Case whereof the said Abraham is convict as for his Costs 4 1
in and about his Suit in that behalf expended, Also that ye s^d^ Abraham
render to^s^ Jeduthun further sum of two pounds L^m^ lawful money wh
to him he owes & from him unjustly detains whereon ye s^d^ Jeduthun says
that at ye same Court holden before s^d^ Justice recovered against said
Abraham two pounds L^m^ lawful mony aforesaid for his damages
also for his Costs and Charges by him about his Suit in ye Behalf ex
pended whereof s^d^ Abraham is convict as by ye Record thereof is manifest
and appears, both which judgments said Jeduthun says are in full force
& no Error has ever been sued out on either of them whereby action accrued
to s^d^ Jeduthun to demand ye respective sums recovered as afores^d^ & in ye Writ
The p^tt^ appears by Simeon Strong Esqr his Att^y^ & ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Jeduthun recover against
ye s^d^ Abraham five pounds 6 s 3 d^½^ of Lawful money Debt & Cost of Court
taxed at two pounds 1 s 5 d and thereof &c — Exec^on^ is 31th May 1769

Oliver Olds of Woodbury in ye County of Litchfield & Colony of Connecticutt Olds
Yeoman Pltf^r^ Noah Loomis of Westfield in ye County of Hampshire yeoman Deft^s^ vs
in a plea that said Noah render to ye said Oliver a reasonable Acct for ye time he was Loomis
receiver of ye Goods Chattles monies of ye said Oliver & Whereon s^d^ Oliver says that
whereas s^d^ Noah has been receiver of ye Goods Chattels &c of s^d^ Oliver from ye 4 l
last day of Decr 1760 to ye last day of Decr last past during wh Time ye said
Noah rec^d^ one Note under ye hand of Bildad Fowler of s^d^ Westfield for Value
of s^d^ Oliver for ye sum of six pounds to be paid in neat Cattle to be delivered
at s^d^ Bildads House at or before ye sixth day of April last past Note bearing
Date June ye sixth 1760 to collect ye Contents of said Note for ye Pltf & thereof to
render a reasonable Acct to ye Pltf when he should be thereto lequested &c as in ye Writ
And the s^d^ Oliver having Discontinued his Suit the said Noah comes &
prays he may be allowed his Costs — It is therefore considered by the
Court that ye said Noah recover against ye s^d^ Oliver one pound 7 s allowed
him for his Cost in defending ye Suit of ye said Oliver and thereof &c
Exec^on^ is 10th April 1769

The foregoing Judgments appeals to being
made and entred up in manner aforesaid
the said Court was adjourned without Day

Att^t^ Wm Williams Clerk

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May
Term 1769

Hampshire ss. Anno Regni Georgii Tertii Decimo nono Magnæ Britanniæ Franciæ & Hiberniæ Nono &c

At his Majestys Inferiour Court of common pleas holden at Springfield within and for the County of Hampshire on the third Tuesday of May being the sixteenth day of the said month Ydebeing in due form of 20th Day of ye same Month & Domini 1769

Present

Israel Williams Esq

Oliver Partridge Esq

Timothy Dwight 2d Esq

Thomas Williams Esq

Jury for Trials

Ebenezer Warriner foreman
Abner Colton
Samuel Palmer
Azariah Dickinson
Benjamin Shelden Junr
Joseph Lyman
John Shepard Junr
Elijah Janes
Ezra Barker
Ebenezer Warner
Joseph Kellogg
Edward Webber

Continued actions

Dewey vt Leonard

Moses Dewey of Westfield in the County of Hampshire yeoman Plt vs Joseph Leonard Junr of Springfield in ye County aforesaid Gentn Deft in a plea of the Case as heretofore recorded at Large, And now at this time the said parties appear And the referees to whom this Case & all other demands subsisting between ye said Parties was referred now bring in their Award in ye Words following Viz We do judge determine & award that the said Joseph pay the said Moses seven pounds Lawfull money damages & Costs of Court in full for ye Cost at Augt Term 1767 & 30 at March Term since & Cost of the reference viz: three pounds 13/6 this Award to be a final determination of all Controversies between ye Parties

It is therefore considered by the Court that ye Moses recover against the said Joseph seven pounds 4/ of Lawfull money Damages & Costs of reference in ye Whole taxed at Six pounds 9/10 and thereof Exeon is ps June 7th 1769

Fowler vt Fowler

Daniel Fowler of Westfield in ye County of Hampshire yeoman Plt vs Bildad Fowler of said Westfield yeoman Deft in a plea of ye Case as on record of the past Terms &c The said parties appear and move that the Case may be further continued under ye same rule of Reference until the next Term and it is granted them and the said parties have a further day here in this Court until ye last Tuesday of August next

Hatheway vt Bagg

Jacob Hatheway of Suffield in the County of Hampshire Junr yeoman Plt vs Moses Bagg of Springfield in the County aforesd yeoman Deft in a plea of the Case as at large on record of the preceding Terms and Now the said parties come here and move that the Case may be continued under the same rule of Reference until the next Term & is granted them and the said parties have a further day in this Court here until ye Last Tuesday of August next Ensuing

John Moseley of Westfield in the County of Hampshire Gent Pltf Samuel Hare of said Westfield yeoman Deft in aplea of the Case as at large on Record of the preceding Terms, The said parties come here and the Referees to whom this Case was Referred now bring in their Report in writing the following Words vizt We do judge and award that the said Samuel Hare pay to said John Mosely the sum of four pounds 11s 6d Damages and Cost of Court and this Reference which is 23/ for the Reference It is therefore considered by the Court that the said John recover against the said Samuel four pounds 11s 6d lawful money damages Cost of Court & Reference in the Whole taxed at £3,19,10 Ft

Exeon is 25th July 1769

3 Dk
Mosely
vs
Hare

Abraham Gibbs of Greenwich in the County of Hampshire yeoman Pltf vs Uriah Gibbs late of said Greenwich now of Sudbury in the County of Middlesex yeoman Deft in aplea of the Case as at large on Record, Now at this Time the Pltf does not appear, and the Deft comes by John Worthington Esq his Attorney And it is considered by the Court that the Case be further continued under the same rule of Reference until the next Term

Gibbs
vs
Gibbs

Abel Cadwell of Westfield in the County of Hampshire yeoman and James Noble of Pittsfield in the County of Berkshire yeoman who became a party to the rule made at the last Term Pltfs vs Moses Dewey of Westfield aforesaid yeoman Deft in aplea of the Case as at large on Record of the Last Terms and now the said parties come here and forasmuch as it appears to this Court the Referees to whom this Case was Referred have not made any award it is ordered by said Court that the Case be continued until the next Term of this Court and the said Parties have a further day accordingly

Cadwell
vs
Dewey

Samuel Johnson of Westfield in the County of Hampshire yeoman Pltf at large vs John Mosely of said Westfield Gent Deft in aplea of the Case as on Record of the preceding Terms, And now the said Parties come here & the Referees now bring in their Award in these word viz We do award & determine that the said John Mosely pay to said Samuel Johnson recover against the said John four pounds 15s lawful money damages & Costs of the Reference being 11/1 and Cost of Court — It is therefore considered by the Court that the said Samuel recover against the said John four pounds 15s lawful money damages and Cost of Court and Reference in the whole taxed at Five pounds 3/d and thereof is Exeon is 25th Dec 1769

Johnson
vs
Mosely

Eleazer Nash Apptt vs George Thayering Deft is and now the said Eleazer being three times publickly called to come into Court and prosecute his Action doth not appear is Nonsuit & the said Georg is otherwise Defaulted & Action is dismissed

Nash Apptt
vs
Thayering

Nathan Brigham of Southborough in the County of Worcester Gent Uriah Cayer of Marlborough in the County of Middlesex Gent John Warren of the same Marlborough Gent and Jabez Rice of said Marlborough Husbandman Pltfs vs Ezra Holcomb the dwelling on a tract of Land in the County of Hartford in the Colony of Connecticutt and adjoining to Granville in the County of Hampshire called the Wedge yeoman Deft in a plea of Ejectment as at large on Record of the preceding Term, And now the Pltfs appear by Joseph Hawley Esq their Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Nathan Uriah John & Jabez recover against the said Ezra the Lands Tenements with the appurtenances demanded in the Original Writ and Cost of Court taxed at three pounds 18/d Thereof &c — Exeon is 1st November 1769

Brigham
and
Holcomb
vs

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Brigham et Dunham

Nathan Brigham of Southborough in y County of Worcester Gent Uriah Eager of Marlborough in y County of Middlesex Gent John Warren of y same Marlborough Gent and Jabez Rice of s^d Marlborough Husbandman Plts vs Jabez Dunham of Granville in y County of Hampshire Yeoman Deft in aplea of Ejectment &c as at large on Record of the preceeding Term, And now the said Plts appear by Joseph Hawley Esqr their Att^y and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that ye said Brigham, Eager, Warren & Rice recover against ye said Dunham ye Lands with ye Appurtenances &c demanded in the Original Writ and Cost of Court taxed at three pounds 11/2 &c

Execution is 2^d Novr 1769

Sidem et Allen

Nathan Brigham of Southborough in y County of Worcester Gent Uriah Eager of Marlborough in y County of Middlesex Gent John Warren of y same Marlborough Gent. and Jabez Rice of s^d Marlborough Husbandman Plts vs Moses Allen of Granville in y County of Hampshire yeoman Deft in a plea of Ejectment as heretofore entered at large And now ye Plt^s come here by Joseph Hawley Esq and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Nathan, Uriah, John & Jabez recover against ye said Moses the Lands and premises &c demanded &c Cost of Court taxed at three pound 11/2 and thereof &c

Execution is 2^d Novr 1769

Sidem et Root

Nathan Brigham of Southborough in y County of Worcester Gent Uriah Eager of Marlborough in y County of Middlesex Gent John Warren Gent & Jabez Dunham Husbandman both of s^d Marlborough Plts vs Amos Root of a place called the Wedge in y County of Hartford Colony of Connecticutt Husbandman Deft in a plea of Ejectment as at large entered ye last Term, The Plaintiffs appear by Joseph Hawley Esq their Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Nathan, Uriah, John & Jabez recover against ye said Amos the Tenements &c demanded and Cost of Courts taxed at three pounds 11/2 &c

Sidem et Hall

Nathan Bridgham of Southborough in y County of Worcester Gent Uriah Eager of Marlborough in y County of Middlesex Gent John Warren Gent & Jabez Rice Husbandman both of said Marlborough Plts vs Samuel Hall of Granville in y County of Hampshire Husbandman Deft in a plea of Ejectment as entered at ye last Term The Plt^s appear by Joseph Hawley Esq their Att^y and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Nathan, Uriah, John and Jabez recover against ye said Samuel the Tenements &c demanded Cost of Court taxed at three pounds 11/2 and thereof &c

Sidem et Manson

Nathan Brigham of Southborough in y County of Worcester Gent Uriah Eager Gent, John Warren Gent & Jabez Rice Husbandman all of Marlborough in y County of Middlesex Plts vs Jared Munson of Granville in y County of Hampshire Husbandman Deft in a plea of Ejectment as at large entered of ye last Term The Plts appear by Joseph Hawley Esq their Att^y & ye Deft being three times publickly called makes default of appearance in Court it is therefore considered by ye Court that ye said Plts recover against ye Deft ye Lands &c demanded &c and Cost of Court taxed at three pounds 11/2 and thereof &c

Wilson et Wilson

Samuel Wilson of Blanford in y County of Hampshire yeoman Plt vs James Wilson ye second, late of s^d Blanford Blacksmith Deft in a plea of Case as at large entered of ye last Term And the Plt appears by John Phelps Gent his Att^y & ye Deft being three times publickly called makes default of appearance &c Therefore it is considered by the Court that ye said Samuel recover against ye s^d James five pounds lawful money damages and Cost of Court taxed at two pounds 11/3 thereof &c

Execution is 25th July 1769

Warner vs Powers No 1

Jonathan Warner of Hadley in the County of Hampshire Trader Attor James Powers of Greenwich in sd County aforesd yeoman Deftin a plea of the Case for that said James at sd Hadley on ye fifth day of October last past by his note of that date for Valuerec promised said Jona to pay him Two pounds 13/1 lawful mony on demand with Interest, and also said James at sd Hadley on ye first day of March Current by his other note of that date for Valuerec promised ye same Jona to pay him one other sum of five pounds 0/5 lawful mony on demand with Interest &c as in the Writ

The pltt appears by Elisha Porter Gent his Attr and ye Deft being three Times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye Jonathan recover against ye said James Eight pounds 14/0 ½ of lawful mony damages and Cost of Court taxed at two pound 3/2 and thereof &c

Execon is June 9th 1786

Adm'r vs Belding No 2

Jonathan Warner of Hadley in ye County of Hampshire Trader Attor John Belding late of Ashfield in sd County aforesd Yeoman Deft in a plea of the Case for that sd John at said Hadley on ye 12th Day of Nov 1785 by his note of that date for Value rec promised sd Jona to pay him five pounds 16/11 by ye first day of September then next with Interest after the time of Payment till paid &c And also for that said John at said Hadley on ye first day of January 1786 being justly indebted to sd Jonathan in one other Sum of one pound 12/9 lawful money for Sundry Articles of Book Acct according to sd Acct annexed to sd Writ in Consideration thereof promised said Jona to pay him ye same on demand &c as in the Writ

The pltt appears by Elisha Porter Gent his Attr sd Deft being three Times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that the said Jonathan recover against ye said John Eight pounds 2/4 of lawful mony damages and Cost of Court taxed at Two pounds 1/6 and thereof &c

Execon is June 9th 1786

Gray vs Sloan 2d No 3

William Gray of Pelham in the County of Hampshire Yeoman Attor James Sloan 2d of sd Pelham Yeoman Deft in a plea of ye Case for that ye said James at sd Pelham on ye 16th Day of September 1786 by his Note of that date for Value rec promised ye said William to pay him ye Sum of Twenty pounds lawful money by ye twenty sixth day of September then next after ye Date of ye said note with ye lawful Interest of the same till paid Yet ye said James tho often requested has never performed his sd promise but neglects & refuses to do it to ye Damage of ye said William Twenty five pounds &c The pltf appears by Elisha Porter Gent his Attr sd Deft being three times publickly called makes default of appearance in Court &c. Therefore it is considered by ye Court that ye said William recover against ye said James seventeen pounds 7/10 of lawful money damages and Cost of Court taxed at one pound 16/2 and thereof &c

The said James afterwards at this Term comes here by Joseph Hawley Esq his Attr and appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for ye said James prosecuting ye Appeal with Effect as by sd recognizance on file it appears

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Wait
vs
Chamberlain
No 4

Seth Wait of Hatfield in y County of Hampshire yeoman Pltf vs Thomas Chamberlain of Deerfield in y County aforesaid yeoman Deft in a plea of the Case for that y said Thomas at said Deerfield on y first day of Feby 1768 by his note of that date for Value rec promised y said Seth to pay him y Sum of Eighteen pounds l.p lawful money by the first day of August then next after y Date of y said Note together with the Lawful Interest of the same from and after y first day of April then next following the date of y same Note, Yet y said Thomas tho often requested has never performed his said Promise but neglects it To y Damage of y said Seth Twenty four pounds The pltf appears by Elisha Porter Gent his Attd and y Deft being three times publickly called makes default of appearance in Crt.

His therefore considered by y Court that y pltf Recover against the said Thomas Eighteen pounds l.3 3/4 of Lawful money damages and Cost of Court taxed at one pound 16/ and thereof &c

The said Thomas afterwards at this Term comes by Jonathan Ashley Junr Gent his Attd and appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on y fourth Tuesday of September next And hereacognizes with Sureties as y Law directs for y pltf Thomas prosecuty y Appeal with Effect as by said Recognizance on file appears

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Van Ness
vs
Sawyer
No 5

David Van Ness of Rynebeck in y County of Dutchess & Province of New York Merchant Pltf vs Moses Sawer of Sheffield in y County of Berkshire yeoman Deft in a plea of y Case for that s.d Moses at Springfield on the 9th Day of Nov.r 1766 by his Note of that date for Value Recd promised s.d David to pay him nine pounds York Currency on or before y first day of Feb.r then next &c as in y Writ — The Pltf appears by Theodore Sedgwick Gent his Attd y Deft being three Times publickly called makes default of appearance in Court — It is therefore considered by y Court that s.d David recover against y said Moses Six pounds 13/6 of lawful mony damages and Cost of Court taxed at three pounds 12/ 2 thereof &c — Execon is 30th May 1769

Botwick
vs
Smith
No 6

Andrew Botwick of y North East precinct in y County of Dutchess & province of New York Merchant Pltf vs Joseph Smith of Great Barrington in y County of Berkshire yeoman Deft in a plea of the Case for that said Joseph at Springfield on y 17th Day of June 1768 by his Note of that date for Value Recd promised said Andrew to pay him nine pounds 3/6 Apothemony on demand with Interest &c as in y Writ The pltf appears by Theodore Sedgwick Gent his Attd y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y.d Andrew recover against the said Joseph seven pounds 5/ of lawful mony damages and Cost of Court Taxed at three pounds 1/8 thereof &c — Execon is 30th May 1769

Whitney
vs
Adams
No 7

David Whitney yeoman & Ebenezer Whitney yeoman both of Salisbury in y County of Litchfield and Colony of Connecticutt Pltfs vs Joshua Adams of Egremont in y County of Berkshire Yeoman Deft in a plea of the Case for that s.d Joshua at said Springfield on y 6th Day of Novem.r 1767 by his note of that date for Value Recd promised said David and Ebenezer to pay them twenty pounds lawful money on demand &c as in y Writ

The pltf appears by Theodore Sedgwick Gent his Attd y Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by y Court that y.d David & Ebenezer Recover against the said Joshua twenty pounds of lawful mony damages & Cost of Court Taxed at two pounds 12/ and thereof &c — Execon is 30th May 1769

John Van Ness of Rymebeck in y County of Dutchess & Province of
New York Merchant ptt vs Constantine Noble of Shessfield in y County of
Berkshire yeoman Deft in a plea of y case for that s^d Constantine at
said Springfield on y 21st Day of Oct^o 1765 by his note of that date for
Value rec^d promised said John to pay him nine pounds 11/11 York
Currency on demand with Interest &c as in the Writ
The ptt appears by Theodore Sedgwick Gent his Att^y and y Deft being
three Times publickly called makes default of appearance in Court
Therefore it is considered by the Court that y^d John recover
against the said Constantine Seven pounds 12/3 1/2 of lawfull money
damages and Cost of Court taxed at three pound 3/2 and thereof &c

Van Ness vs Noble

Noe

Exon is 30th May 1769

David Beats of the North East precinct in Dutchess County & in the
Province of New York Mariner ptt vs Elias Willard of y same Town
Farm of Land called the Ministers Grant Northeast of & adjoining
to Stockbridge in y County of Berkshire yeoman Deft in a plea of y^d
Case for that y^d said Elias at Springfield on y^d sixth day of Novr 1767
by his certain writing or Obligation of that date well Executed under
his hand and Seal in Court to be produced for Value rec^d promised
the said David by y^r Name of Capt^t David Beats of Dutchess County
in ye Government of New York to pay or cause to be paid to him y^e
just Sum of thirteen pounds 10/ o lawfull money of & upon ye sixth
day of Novr then next following ye Date of said Writing or Obligation
Yet y^d said Elias hath never paid said Sum or caused the same sum to
be paid to y^d said David tho^s ye same sixth day of November next following
the date of said writing or Obligation has long since past & tho the s^d Elias
has been often Requested to pay ye same sum but he y^d Elias unjustly
neglects and refuses to pay ye same or any part there of to ye Damage of
ye s^d David fifteen pounds — The ptt appears by Mark Hopkins Esqr
his Att^y and the said Elias comes by Theodore Sedgwick Gent his Att^y
and prays Leave to imparl to ye next Term that he may plead specially
allowed and it is granted him, And the said parties have a further day before
the Lord ye King here until ye Last Tuesday of August next Ensuing

Beats vs Willard

Noe

Garret Rapalje of New York in y County & Province of New York Merchant
ptt vs Elias Willard who lives on a Tract of Land called ye Ministers Grant North
East of said joining to to Stockbridge in ye County of Berkshire yeoman Deft
in a plea of ye Case that y^d said Elias render to him y^d Garret two Hundred &
Eighty nine pounds 10/ o lawful money which to him y^d Elias owes &
from him unjustly detains & whereupon y^d Garret says that y^d Elias at
said Springfield on ye fifth day of Decr 1766 by his Bond of that date well
Executed under his hand and Seal in Court to be produced bound himself by
the Name of Elias Willard of Stockbridge Merchant unto y^d Garret by the
Name of Garret Rapalje of ye City of New York Merchant in ye Sum of three
Hundred Eighty six pounds current money of ye Province of New York
which is Equal to two Hundred Eighty nine pounds 10/ o Lawfull money
of this our Province of ye Massachusetts Bay to be paid to him ye said
Garret on demand, Yet y^d said Elias tho often thereto Requested hath never
paid ye same Sum nor any part there of but he unjustly neglects & refuses
to pay the same To ye Damage of y^d said Garret two Hundred & ninety pounds
The ptt appears by Mark Hopkins Esqr his Att^y & Deft comes by Theodore
Sedgwick Gent his Att^y and prays Leave to imparl to ye next Term that he
may plead specially & it is granted him and ye s^d parties have a further day here
until the Last Tuesday of August next Ensuing &

Rapalje vs Elias Willard

10

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Higgins & Rich

Elisha Higgins of Palmer in y County of Hampshire yeoman Pltf
Experience Rich of Western in y County of Worcester yeoman Deft
in a plea of Tresp on the Case and whereon y Pltf Elisha says that at
Palmer on the Tenth day of Jan last past he was possessed of a bro
Mare with a White face several white feet six years old of the prise
of nine pounds lawful money his y Pltf Elishas proper Estate
which Mare the Pltf Elisha y same day casually lost and y same
Mare there afterwards the same Tenth day of Jan by finding came
into y Hands and possession of y Deft Experience and the Deft Experience
tho he knew the said Mare to be the Property of y Pltf Elisha never
delivered her to him tho often requested to do it but at Palmer
on y twenty sixth day of y same January converted her to his own
Use To y Damage of y said Elisha Eighteen pounds
The Pltf appears by John Worthington and Joseph Hawley Esquires his
Attys and y said Experience by Moses Bliss and Simeon Strong Esqrs his
Attornies comes and defends &c And say he is not guilty in manner &
form as y Pltf in his Declaration has alledged and thereof puts himself
on y Country — And y Pltf likewise

Thereupon y Jurors of y Jury at this time according to y Form & Effect
of the Statutes in this behalf provided Returned impanelled being
likewise come — Who to say y Truth concerning the premises being
duly sworn by Mr Ebenezer Warriner their Foreman declare upon their
Oath that they find for y Pltf Seven pounds Damages Cost of Court

Therefore it is considered by y Court that y said Elisha recover
against y said Experience Seven pounds lawful money damages
and Cost of Court taxed at £ and thereof &c

The said Experience in this proper person appeals
from y Judgment of this Court to y Superiour Court of Judicature &
be holden at Springfield in and for y County of Hampshire on the
fourth Tuesday of September next Ensuing and he recognizes with
Sureties as y Law directs for y Pltf his prosecuting y Appeal with Effect
as by s Recognizance on file it appears

Wheeler & Selye

Joseph Wheeler of Shutesbury in the County of Hampshire yeoman Pltf
Ephraim Selye late of Williamstown in y County of Berkshire Gent Deft
in a plea of the Case for that whereas said Joseph at Shutesbury on
the Eleventh day of August 1766 at the special Instance of y said Ephraim
made to said Ephraim said Joseph his note for y payment of Twenty three
pounds lawful money &c as in the Writ — The Pltf being three times
publickly called to come into Court does not appear &c his Nonsuit
and y Deft likewise defaulted and the Action is dismissed

Johnson & Curtis

Philemon Johnson of Wallingford in y County of New Haven in the
Colony of Connecticutt yeoman Pltf vs Titus Curtis of Stockbridge in
the County of Berkshire yeoman Deft in a plea of the Case for that y
said Titus at Springfield on y fifth day of November 1764 by his note
of that date for Value rec promised s Philemon to pay him Ten pounds
L M lawful money at or before the first day of April then next with
Interest &c as in the Writ — The Pltf appears by Woodbridge
Little Gent his Atty and y Deft being three times publickly called
makes default of appearance in Court — It is therefore considered
by y Court that y said Philemon recover against y said Titus seven pounds 17/0
of lawful money Damages
and Cost of Court taxed at two pounds 10/0 and thereof &c

Execution is 2d June 1769.

Andrew Gates of Hatfield in y County of Hampshire Husbandman
Attor Samuel Thompson of said Hatfield Labourer Deft in a plea of
the Case for that whereas y said Samuel at said Hatfield on y first
day of January last past being indebted to y said Andrew in y Sum
of Two pounds 0/0 lawful mony for thirty eight pounds of Goose
Feathers by y said Andrew Sold to y said Samll in Consideration thereof
said Samll promised to pay him s^d Sum on demand &c as in y Writ

The ptt appears by Joseph Hawley Esq his Attr and y Deft being
three Times publickly called makes default of appearance in Court

Therefore it is considered by y Court that y^d Andrew recover
against y said Samll Two pounds 0/0 of lawful money damages
Cost of Court taxed at one pound 16/2 and thereof he may have Execn

Execn is 29th May 1769

3 87
Gates
&
Thompson
14

Dependance Thayer of Charlemont in y County of Hampshire yeoman
Attor Peter Thompson of s^d Charlemont yeoman Deft in a plea of the
Case for that said Peter at s^d Charlemont on the Tenth day of April
1769 by his note of that date for Value led promised s^d Dependance
to pay him or order nine pounds 15/ with in one year in money or
Stock with interest till paid &c as in the Writ

The ptt appears by Jonathan Bliss Gent his Attr and ye Deft being
three times publickly called makes default of appearance in Court

His Therefore considered by the Court that y said Dependance recover
against the said Peter Ten pounds 6/2 of lawful mony damages and
Cost of Court taxed at two pounds 4/7 & and thereof &c

Execn is 31st Augt 1769

Thayer
v
Thompson
15

Ephraim Keyes of Ashford in y County of Windham in y Colony of
Connecticutt in New England Gentleman Attor John Moulton of South
Brimfield in y County of Hampshire yeoman Deft in an Action of
hereunder to y said Ephraim thirty one pounds 0/0 lawful money of our
Colony aforesd equal in Value to y same Sum of lawful money of the
Province of the Massachusetts Bay in New England which to him he
owes and unjustly detains and wherupon the s^d Ephraim declares that
heretofore to wit y on y second Tuesday in Decr in y seventh year of our
Leign in our County Court before our then justices of our County
Court held at Windham in and for our County of Windham aforesd
on ye second Tuesday of Decr he the said Ephraim by y Name of Ephraim
Keyes of Ashford by y judgment of the same Court recovered against
the said John by the name of John Moulton of South Brimfield in y
County of Hampshire in y province of the Massachusetts Bay
thirty one pounds 0/0 lawful mony of our Colony aforesd which
were adjudged to him y said Ephraim for his damages which he had
sustained as well by reason of certain Trespass upon the Case then
lately done by y said John to s^d Ephraim as for his Expences &
Costs laid out by him by him about his Suit in that particular whereof
he the said John is convicted as it doth by y Record & proceeding thereof
now remaining in our said County Court manifestly a true &
attested Copy of which Record and proceedings under the Seal of our s^d
County Court the said Ephraim will produce in our Inferiour Court
above mentioned / which judgment now remains in its full force Virtue
and Effect not reversed annulled or satisfied and y said Ephraim hath had
no Execn of y said Judgment whereby an Action accrued to s^d Ephraim
to require and have of y said John the said thirty one pounds 0/0

Keyes
v
Moulton
16

Never

3dd Keyes vs Moulton

Nevertheless the said John altho often requested hath not paid to the said Ephraim the said thirty one pounds o/l. but hitherto altogether hath and still doth refuse to pay the same, To ye Damage of the said Ephraim Forty pounds — The plt appears by Joseph Hawley Esq his Att^y and the said John comes here by Jonathan Northington Esq Jonathan Bliss Gent his Attornies and begs leave to imparl to the next Term that he may have Opportunity to plead speciall and it is granted him and the Parties have a further day here in the Court of the Lord the King until the Last Tuesday of May next

Orcutt vs Elliot

Edward Orcutt of a place Called ye Gore North of Chesterfield in ye County of Hampshire yeoman Plt^r vs Nathaniel Elliot of the same place yeoman Deft in a plea of Trespass on ye Case for that s^d Nathll at Springfield on ye 18th Day of Octo last by his note for Value rec^d promised said Edward to pay him or his order two pounds o/l lawful Money on demand with Interest &c as in the Writ

The plt appears by Joseph Hawley Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that ye s^d Edward recover against the s^d Nathaniel two pounds 7/6 of Lawful mony damages and Cost of Court taxed at two pounds and thereof &c

Execon is 21th May 1769

Bills Esq vs Chapin 1d

James Bills of Boston in ye County of Suffolk Esq Plt^r vs Nathan Chapin of Ashfield in ye County of Hampshire yeoman Deft in a plea of the case for that said Nathan at Deerfield on ye Eleventh day of Feby 1768 by his Note of that date for Value rec^d promised one Elijah Williams to pay him or his order twenty six pounds 3/6 in twelve months in Cattle at Cash price with lawful Interest to be paid in Cattle at Cash price and afterwards on ye same 11th Day of Feby the said Elijah at Deerfield by his Indorsment ordered the Contents of s^d Note to be paid to James of all which said Nathan on ye s^d Eleventh day of Feby had notice And the s^d Nathan promised s^d James to pay him the contents of s^d Note according to ye Tenor thereof &c as in the Writ — The plt appears by Jonathan Ashley Junr Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said James recover against the said Nathan twenty eight pounds 3/3 1/2 of lawful money damages & Cost of Court taxed at two pounds 18/2 and thereof &c — Execon is 13th July 1769

Wells vs Allen 1d

John Wells of Shelburne in ye County of Hampshire yeoman Plt^r vs Benjamin Munsun of Deerfield in ye s^d County Joiner Deft in a plea of the Case for that ye said Benjamin at Deerfield on ye Tenth day of April 1769 by his Note of that date for Value rec^d promised ye said John to pay him five pounds 4/11 on demand with lawful interest for the same till paid, yet ye said Benjamin tho often requested hath never paid ye same nor any part thereof But unjustly neglects & wholly denies & refuses to do it To ye Damage of ye s^d John seven pounds — The plt appears by Jonathan Ashley Junr his Att^y and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye s^d John recover against ye s^d Benjamin five pounds 3/5 3/4 of lawful mony damages & Cost of Court taxed at one pound 19/7 and thereof &c

The said Benjamin afterwards at this Term comes here by Elijah Williams his Gent his Att^y and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye Fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the s^d Benj^a prosecuting ye appeal with Effect as by s^d Recognizance on file appears

Adam Brudy of Spencer in ye County of Worcester yeoman Pltff 3 80
Caleb Thayer of Charlemont in ye County of Hampshire yeoman Deft Brudy
in aplea of the Case for that said Caleb at Springfield on ye 20th Day of vs
August last by his Note of that date for Value rec^d^ promised s^d^ Adam to Thayer
pay him or order three pounds 4/ on demand with Interest Damages Writ
The pltff appears by Joshua Upham Gent his Att^y^ & Deft being three 20
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye s^d^ Adam recover of
the said Caleb three pounds 6/ 7¾ of Lawfulmony Damages and
Cost of Court taxed at two pounds 7/11 whereof the note is 11th Septr 1769

James Mc Mitchel of Ware in ye County of Hampshire yeoman Pltff Mc Mitchel
Edward Whitcomb late of Chesterfield in ye County aforesd yeoman Deft vs
In a plea of the Case for that said Edward at Springfield on ye 17th Whitcomb
Day of August 1769 by his note of that date for Value rec^d^ promised 2 5
said James to pay him or his Order four pounds 10/ lawfulmony
of April then next in neat Cattle at ye Market price with Interest
till paid &c as in ye Writ — The pltff appears by Joshua Upham
Gent his Att^y^ and ye Deft being three Times publickly called makes
default of appearance in Court — It is therefore considered by
ye Court that ye s^d^ James recover against ye s^d^ Edward four pounds 16/5
lawful mony damages and Cost of Court taxed at Two pounds whereof
the note is 2^d^ June 1769

Kathron Upham of Brookfield in ye County of Worcester Gentlewoman Pltff Upham
Jonathan Thayer of Charlemont in ye County of Hampshire yeoman vs
Deft in a plea of the Case for that s^d^ Jon^a^ at Springfield on ye 20th day of Thayer
Septr 1769 by his note of that date for Value rec^d^ promised s^d^ Kathron 22
to pay her or order four pounds within two years with Interest Damages Writ
The pltff appears by Joshua Upham Gent her Att^y^ and ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that the s^d^ Kathron recover against
the said Jonathan four pounds 5/10½ of lawfulmony damages & Cost
of Court taxed at two pounds 4/10 whereof the note is 2^d^ Novr 1769

Phinehas Upham of Brookfield in ye County of Worcester Gent Pltff Upham
Ephraim Paddock of Ware in ye County of Hampshire yeoman Deft vs
in a plea of ye Case for that said Ephraim at Springfield on ye 22^d^ day Paddock
of April Dom^o^ 1769 by his note of that date for Value rec^d^ promised 23
Phinehas to pay him ye Sum of one pound 11/3¼ on demand with
Interest till paid And also for that said Ephraim at s^d^ Springfield
on ye fourth day of Septr Dom^o^ 1769 by his note of that date for
Value rec^d^ promised one Simeon Blatchner to pay him or his order
four pounds 12/ in two months from ye Date of
said Note with Interest till paid afterwards to wit on ye same fourth
day of Septr at s^d^ Springfield said Simeon by his Indorsment in
Writing made on ye Back of s^d^ Note with his proper hand subscribed
ordered the Contents of s^d^ Note then wholly unpaid to be paid to s^d^
Phinehas of all which ye s^d^ Phinehas then instantly had notice
and thereby became liable to pay ye same Contents of ye same Note to s^d^
Phinehas according to ye true Intent & Effect of ye same Note in Consideration
thereof s^d^ Ephraim then & there agreed with him the s^d^ Phinehas
faithfully promised to pay him ye same Contents of s^d^ Note according to s^d^

Tenor

390

Upham
vs
Paddock

Jenr thereof And also for that said Ephraim thereafterwards on ye last day of March last past was justly indebted to said Phinehas in ye further sum of Two pounds 2/2 for sundry articles of Merchandize according to ye Bill annexed to ye Writ & in Consideration thereof s^d^ Ephraim then there assumed on himself and to ye said Phinehas faithfully promised to pay him ye same on demand Yet said Ephraim tho often requested hath never paid either of ye Sums aforesaid or any part thereof but unjustly neglects it To ye Damage of ye s^d^ Phinehas fifteen pounds
The ptt appears by Joshua Upham Gent his Att^y^ and ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye s^d^ Phinehas recover against the said Ephraim Nine pounds 0/4/2 of Lawful mony damages & Cost of Court taxed at one pound 19/10 and thereof &c
The said Ephraim afterwards at this Term comes here by Thos Worthington Esq his Att^y^ and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on ye fourth Tuesday of September next Ensuing & Recognizes with Sureties as the Law directs for his prosecuting ye Appeal with Effect as by said Recognizance on file it appears

Patterson
vs
Oliver
Dft

David Patterson of Rutland District in ye County of Worcester yeoman Pltff vs Robert Oliver of Conway in ye County of Hampshire Yeoman Deft in a plea of ye Case for that said Robert at Springfield on ye fourth day of June last past by his note of that date for Value Rec promised s^d^ David to pay him or his Order twelve pounds in six months with Interest after four Months on half till paid &c as in the Writ
The ptt appears by Joshua Upham Gent his Att^y^ & ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said David recover against the said Robert Ten pounds 7/3½ of lawful mony damages and Cost of Court taxed at two pounds 4/10 and thereof &c

Lamberton
vs
Gould
Dft

James Lamberton of Palmer in ye County of Hampshire yeoman Pltff vs Nathan Gould of Brookfield in ye County of Worcester Yeoman Deft in a plea of the Case for that said Nathan at Springfield on ye fifth day of March 1766 by his note of that date for Value Rec promised said James to pay him the sum of pounds lawful mony by ye Last Day of Septr then next with Interest till paid Yet said Nathan tho often requested hath never paid ye same or any part thereof But unjustly neglects it To ye Damage of s^d^ James Thirteen pounds
The ptt appears by Joshua Upham Gent his Att^y^ and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said James recover against ye said Nathan Eight pounds 16/8 of lawful mony damages & Cost of Court taxed at one pound 0/5 & thereof &c — Thes^d^ Nathan afterwards comes here by Mark Hopkins Esq his Attorney and appeals from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on ye Fourth Tuesday of Septr next Ensuing And here recognizes with Sureties as the Law directs for his prosecuting ye Appeal with Effect as by said Recognizance on file appears

Nagel
vs
Gaylord
Dft

Michael Nagel of Malden in ye County of Middlesex yeoman Pltff vs Hezekiah Gaylord of Hadley in ye County of Hampshire Taylor Deft in a plea of ye Case for that said Hezekiah at Hadley on ye eighteenth day of January 1769 by his note for Value Rec promised said Michael to pay him or his Order Two pounds 13/8 on demand with Interest till paid &c as in the Writ
The ptt appears by Simeon Strong Esqr his Att^y^ and the Deft being three times

3 times publickly called makes default of appearance in Court — 391
Therefore it is considered by ye Court that y^d said Michael recover against Nagel
the said Hezekiah Two pounds 4/9 of lawful mony damages and v^s
Cost of Court taxed at two pounds 5/2 ster^g thereof he may have his Exc^n Gaylord
Execon is 26th July 1769

William Eastman of Granby in ye County of Hampshire Yeoman Pltf^r
Gad Chapin of Springfield in said County Gent^n Deft^r in a plea of ye Eastman
Case for that said Gad at Granby on ye tenth day of April 1767 by v^s
his Note of that date for Value rec^d promised said William to pay Chapin
him three pounds 10/ lawful mony on demand with Interest till paid 27
Also for that said Gad at Granby on ye third day of Feby 1769 by his
other note of that date for Value rec^d promised said William to
pay him 2£ lawful mony on demand with Interest &c as in ye Writ
The pl^tff appears by Simeon Strong Esqr his Att^y and ye Deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that y^d William recover
against ye said Gad five pounds 17/6 1/4 of lawful mony damages & Cost
of Court taxed at one pound 12/0 ster^g thereof &c — Ex^cion 24th Novr 1769

John Crosbee of Shutesbury in ye County of Hampshire yeoman Pltf^r
Aaron Osgood of s^d Shutesbury yeoman & Thomas Osgood of Irvingshire Crosbee
yeoman both in ye County aforesd Defts in a plea of the Case for that v^s
said Aaron & Thomas at s^d Shutesbury on ye 12th Day of Augt 1767 by their Osgood &c
Note of that date for Value rec^d promised s^d John to pay him nine pounds 20
lawful mony by ye first day of Augt then next with Interest &c as in ye Writ
The pl^tff appears by William Billings Gent^n his Att^y and ye Defts being
three times publickly called makes default of appearance in Court
His therefore considered by ye Court that s^d John recover agst
the said Aaron and Thomas five pounds 0/0 lawful mony damages &
Cost of Court taxed at one pound 18/4 ster^g thereof &c — Ex^cion 14th Decr 1769

Benjamin Ely of Springfield in ye County of Hampshire yeoman Pltf^r
Joseph Morgan Senr of s^d Springfield Yeoman Deft^r in a plea of ye Case for Ely
that said Joseph at s^d Springfield on ye 13th Day of Augt last by his Note of v^s
that date for Value rec^d promised s^d Benjamin to pay him or order Morgan
nine pounds o/o on demand with Use till paid &c as in ye Writ 29
The pl^tff appears by Justin Ely Gent^n his Attorney & ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that y^d Benjamin recover
against ye said Joseph nine pounds o/0 1/2 of lawful mony damages &
Cost of Court taxed at one pound 10/0 ster^g thereof &c — Ex^cion is 30th May 1769

Seth Austin of Sh^ffield in ye County of Hampshire yeoman Pltf^r Martin Austin
Smith of s^d Westfield in ye County aforesd yeoman Deft^r in a plea of ye Case v^s
for that said Martin at a place called Windsor in Springfield on ye 28th Day of Smith
January 1766 by his Note of that date for Value rec^d promised s^d Seth to 30
pay him or his order two pounds 15/0 lawful mony on demand with
Interest for the same till paid &c as in ye Writ —
The pl^tff appears by Justin Ely Gent^n his Att^y and ye Deft being three times
publickly called makes default of appearance in Court
Therefore it is considered by ye Court that y^d Seth recover against
the said Martin three pounds 6/0 1/2 of lawful mony damages &c
Cost of Court taxed at one pound 11/6 and thereof &c
Execon is 28th Septr 1769

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Marshall
vt
Noyes
31

John Marshall of South Hadley in y County of Hampshire yeoman Pltf vs Benjamin Jones Senr of Springfield in y County aforesd yeoman Deft in a plea of the Case for that said Benjamin at said Springfield on the 22d day of Nov 1766 by his note of that date for Value rec promised said John to pay him two pounds 3/11 on demand with lawful interest until paid &c as in the Writ The pltf appears by Justin Ely Gent his Attorney and y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that said John recover against the s Benja two pounds 2/8 of lawful mony damages & Cost of Court taxed at £1.11.9 thereof &c Execon ifs 13th July 1769

Hunt
vt
Munn
33

Ebenezer Hunt of Northampton in y County of Hampshire Gent Pltf vs Benjamin Munn Junr of Deerfield in y County aforesd Joiner Deft in a plea of the Case for that said Benjamin at said Northampton on y 16th Day of Decr 1765 by his note of that date for Value rec promised said Ebenezer to pay him three pounds 6/8 on demand with Interest &c as in y Writ The Pltf appears by Daniel Hitchcock Gent his Attorney & Deft being three Times publickly called makes default of appearance in Court Therefore it is considered by y Court that y Pltf Ebenr recover against the said Benjamin four pounds 3/10 1/2 of lawful mony damages Cost of Court taxed at one pound 18/10 thereof &c Execon ifs 29th May 1769

Maynard
vt
Woods
34

Malachi Maynard late of Brookfield now of Conway in the County of Hampshire yeoman Pltf vs Moses Woods of Brookfield in y County of Worcester yeoman Deft in a plea of the Case for that said Moses at Springfield on y 28th Day of March last past by his note of that date for Value rec promised said Malachi to pay him or his order Eight pounds 15/ on demand with Interest till paid &c as in the Writ The pltf appears by Daniel Hitchcock Gent his Attorney and y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y Pltf Malachi recover against the said Moses Eight pounds 15/11 1/4 of lawful mony Damages & Cost of Court taxed at Two pounds 3/9 and thereof &c Execon ifs 19th June 1769

Pomeroy
vt
Farr & al
35

Josiah Pomeroy of Northampton in y County of Hampshire Gent Pltf vs Stephen Farr of second Hyorman and Silas Farr yeoman both of ye New Plantation called Number five in y County aforesd Defts in a plea of the Case for that said Stephen & Silas at Northampton aforesd on y 12th Day of March last past by their note of that date for Value rec promised said Josiah to pay him three pounds 4/6 on demand with Interest for y same till paid, Yet y said Stephen & Silas tho often requested have never paid y same or any part thereof But unjustly neglect it To y Damage of the said Josiah Six pounds &c The pltf appears by Daniel Hitchcock Gent his Attorney and y Defts being three times publickly called make default of appearance in Court His therefore considered by y Court that the said Josiah recover against y said Stephen & Silas three pounds 5/6 of lawful mony damages and Cost of Court taxed at one pound 19/10 The said Stephen and Silas afterwards come here by Joseph Hawley Esqr their Attorney and appeal from y judgment of this Court to y Superiour Court of judicature to be holden at Springfield in the County of Hampshire on the fourth Tuesday of September next Ensuing And here recognizes with Sureties as the Law directs for the said Stephen and Silas prosecuting the appeal with Effect as by said recognizance on file it appears

Elkanah Burt of Northampton in y County of Hampshire Yeoman ptt vs Ebenezer Truesdale of Chesterfield in s County yeoman Deft in aplea of the Case for that said Ebenezer at Springfield on y first day of Augt last by his note of that date for Value rec promised said Elkanah to pay him four pounds lh/o on demand with Interest &c The ptt appears by Daniel Hitchcock Gent his Attt and y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that ys Elkanah recover against the said Ebenezer four pounds 10/3½ of lawful money damages and Cost of Court taxed at one pound 18/6 thereof &c Execon is 24th July 1769

Burt vs Truesdale 37

Richard Ellis of Colrain in y County of Hampshire yeoman Ptt vs Andrew Luckes of s Colrain yeoman Deft in aplea of Trespass For that the said Andrew at said Colrain on y twenty ninth day of April Dom 1766 and at divers days and Times between y same twenty ninth day of April and this day with Force & Arms did break & Enter on & Close of the ptts in Colrain aforesd to wit y House Lott Number twenty three there being Entred one Inn of y Ptts by of y Value of twenty shillings y said Andrew did take and carry away and his Grass there lately growing to y Value of six pounds with certain Cattle to wit with Horses, Mags & Sheep & them there depas=tured trod down and consumed And also Sixty lods of y Ptts Fence there lately Erected the s Andrew with like Force and Arms did then & there prostrate breach and pull down & y Wood to wit Ten loads of Wood arising from y Fence aforesd to y Value of Two pounds took & carried away and many other Incommities against y Ptts then & there did all which is contrary to law against our peace Hurt & damage of the said Richard Twenty pounds &c

Ellis vs Luckes 39

The said parties appear in their proper persons and by y Case with their whole controversy as on file Explained to y Final determination and Award of Elezer Porter of Hadley Esq William Williams of Hatfield Gentn and Ebenezer Hunt of Northampton Gent Arbitrators mutualy chosen by ys d Parties or any two of them to be made upon the premises Returned into Court as soon as may and y Case is con=tinued until the next Term

Eldad Parsons of Enfield in y County of Hampshire Yeoman ptt vs Ebenezer Trumble late of a place commonly known & Called by the Name of Number one Equivelant in y County of Berkshire Yeoman Deft in aplea of the Case for that s d Ebenezer at Springfield on y 13th Day of January 1763 by his note of that date for Value rec promised said Eldad to pay him one pound lh/ lawful money on demand with Interest till paid &c as in the Writ

Parsons vs Trumble 39

The ptt appears by John Thelps Gent his Attt and y Deft being three times publickly called makes default of appearance in Court

His therefore considered by y Court that y s d Eldad recover agt the said Ebenezer Two pounds 6/9½ of lawful money damages & Cost of Court taxed at one pound 18/0 and the rest &c Exon is 25th July 1769

Josiah Parks of West field in y County of Hampshire yeoman ptt vs Timothy Lee of Granville in y same County yeoman Deft in aplea of the Case for that said Timothy at said Westfield on y nineteenth day of April 1766 by his note of that date for Value rec promised said Josiah to deliver unto him or his order at his dwelling House in s d Westfield one hundred

Parks vs Lee 41

3/4

Parks
vs
Lee

Hundred good Chesnutt Rails & Eighty good White Oak and Chesnut half posts which Rails the pltt avers to be well worth 11/8 Hundred and y Posts well worth six pence each &c as in the Writ
The pltt comes in Court by John Phelps Gent his Attorney & Deft being three tirres publickly called makes default of Appearance &c
Therefore it is considered by y Court that y said Josiah recover against y said Timothy four pounds 16/8 of lawful money damages and Cost of Court taxed at one pound 10/10 and there of &c

Execon iss 12th June 1769

Parks
vs
Smith
12

Elisha Parks of Westfield in the County of Hampshire Gent Pltf Joel Smith of Springfield in y same County Blacksmith Deft in plea of the Case for that y said Joel at said Westfield on y 29th Day of Augt A D 1768 by his note of that date for Value therein rec promised y Pltf Elisha to pay him or order the sum of Eight pounds 12/ lawful mony on demand with Interest till paid Yet y said Joel tho often thereto requested hath not performed his said promise but he wholly neglects & refuses to do it To y Damage of the said Elisha Nine pounds
The pltt appears by John Phelps Gent his Attr and forasmuch as it appears to y Court that the said Joel at y Time of the Service of y Pltts Writ was out of the Province It is considered by y Court that Case be continued and y said parties have a further day before the Lord y King here until y Last Tuesday of August next

Lyman
vs
Barnard
et Alt
13

Gad Lyman of Northampton in y County of Hampshire yeoman Pltf vs David Barnard and Phinehas Warriner both of Waltham in the County of Middlesex Cordwainers Defts in a plea of the Case for tho said David & Phinehas on y 15th Day of April last at Springfield by their Note of that date for Value rec promised y Gad to pay him four pounds L M money on demand with Interest &c as in y Writ
The pltt appears by John Phelps Gent his Attorney & Deft being three times publickly called makes default of appearance in Court
His therefore considered by y Court that y said Gad recover agt the said David & Phinehas four pounds 8/7 of lawful mony damages and Cost of Court taxed at two pounds 9/2 and there of &c

Execon iss 22d May 1769

Fairman
vs
Pynchon
14

James Fairman of Westfield in y County of Hampshire yeoman Pltf vs George Pynchon of Granville in y County aforesaid Trader Deft in a plea of the Case for that said George at Westfield on y 15th Day of June last past by his note of that date for Value rec promised y Pltf James to pay him the sum of fourteen pounds pr mering the Sum of fourteen pounds lawful mony on demand with lawful interest till paid Yet the said George tho often thereto requested hath not performed his s Promise But he wholly neglects to do it To y Damage of y Pltf James twenty pounds &c The pltt appears by John Phelps Gent his Attr and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said James recover against the said George fourteen pounds five shillings and two farthings of lawful mony Damages and Cost of Court taxed at one pound 13/6 and there of &c
The said George afterwards at this term comes here by Moses Bliss Gent his Attr and appeals from y judgment of this Court to y Superiour Court of judicature to be holden at Springfield in & for y County of Hampshire on the fourth Tuesday of Sept next And he recognizes with Sureties as y Law Directs for the said Georges prosecuting the appeal with Effect as by said recognizance as on file it appears

Moses Root of Westfield in the County of Hampshire yeoman ptt vs Lebbeus Ball yeoman and George Byrnton Trader both of Granville in the said County Defts in aplea of the Case for that s^d Lebbeus and George at s^d Granville on ye 23^d Day of January 1766 by their note of that date for Value rec^d promised s^d Moses to pay him fifteen pounds lawful mony on or before the first day of May then next And also for that said George and Lebbeus at s^d Granville on the last day of April last being indebted to ye said Moses in ye Sum of fifteen pounds lawful mony for a pair of Cattle before that Time sold & Delivered said Lebbeus at his special Instance & Request and being so indebted they^m said George for ye Consideration of s^d Cattle Did as aforesaid faithfully by a writing under their hands promised ye s^d Moses to pay him ye further Sum of fifteen pounds lawful money on or before ye first day of May Domini 1766 &c as in the Writ

The^{ptt} appears by John Phelps Gent his Attorney & Deft being three times publickly called make default of appearance in Court

It is therefore considered by ye Court that ye said Moses recover against the said Lebbeus and George fifteen pounds of lawful mony damages and Cost of Court taxed at one pound 16/6 and thereof &c

Moses Root
vs
Byrnton et al
1,5

Lecon is d^o 7th June 1766

Seth Remington of Springfield in ye County of Hampshire yeoman ptt vs Joel Smith of said Springfield Blacksmith Deft in a plea of the Case for that the said Joel at s^d Springfield on ye Eighth day of August Dom 1765 by his note of that date for Value then rec^d promised ye s^d Seth to pay him ye Sum of four pounds worth in Cattle & good merchantable Grain at ye Market price at or before the first day of March then next following ye date of ye same note And the ptt avers he has always hitherto been ready to receive said Cattle and Grain &c & ye said Joel tho often thereto requested hath not performed his said promise but he wholly neglects & refuses so to do it To ye Damage of the said Seth five pounds

The ptt appears by John Phelps Gent his Att^y and forasmuch as it has been made to appear to this Court that ye said Joel at ye time of ye Servise of ye ptts Writ was out of ye Province It is therefore Ordered by ye Court that ye Case be continued until ye next Term And ye said parties have a further day before ye Lord ye Lord ye King here until the last Tuesday of August next ensuing

Seth Remington
vs
Joel Smith
1,0

Ozias Pettebone of Symsbury in the County of Hartford and Colony of Connecticutt Trader ptt vs Roswell Grave of Granville in ye County of Hampshire yeoman Deft in aplea of the Case for that s^d Roswell at Springfield on ye last day of March last past being indebted to ye said Ozias in the sum of two pounds 2/6 for divers Articles in Book Acct according to ye Schedule annexed to ye Writ in Consideration thereof s^d Roswell promised ye ptt to pay him ye same on demand &c as in Writ The ptt appears by John Phelps Gent his Att^y and Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Ozias recover against s^d Roswell two pounds 2/6 of lawful mony damages & cost of Court taxed at £1, 15/10 & thereof &c

Pettebone
vs
Graves
17

Lecon is d^o 13th June 1766

Ozias Pettebone of Simsbury in ye County of Hartford and Colony of Connecticutt Trader ptt vs Oliver Munn of Granville in ye County of Hampshire yeoman Deft in aplea of the Case for that s^d Oliver at Springfield on ye last day of March last being indebted to ye ptt in ye Sum of four pounds 2/10 lawful mony for sundry Goods Wares & Merchandizes before that time sold & delivered by ye ptt to s^d Oliver at his special instance and Request and being

Pettebone
vs
Munn
1,0

396 Pettebone vt Munn

being so indebted he ys said Oliver in Consideration thereof promised said Ozias to pay him said Sum on demand &c as in the Writ
The ptt appears by John Phelps Gent his Attorney & ys Deft being three times publickly called makes default of appearance &c
Therefore it is considered by the Court that the said Ozias recover against the said Oliver four pounds 18/10 of lawful money damages and Cost of Court taxed at one pound 16/6 and there of &c
Execon ifs 13th June 1769

Idem vt Spelman 49

Ozias Pettebone of Symsbury in ys County of Hartford and Colony of Connecticut Trader ptt vs Asahel Spelman of Granville in County of Hampshire yeoman Deft in a plea of ys Case for that s'd Asahel at Springfield on ys last day of March last past being indebted to ys ptt in ys Sum of Six pounds 1/D Lawful money for divers Articles of Book Debt before that Time sold and delivered by ys ptt to said Asahel at his special Instance & request and being so Indebted he the said Asahel in Consideration thereof promised said ptt to pay him said Sum on demand &c as in the Writ
The ptt appears by John Phelps Gent his Att'y and Deft being three times publickly called makes default & appearance in Court
It is therefore considered by the Court that ys Ozias recover against the said Asahel six pounds 1/D of Lawful money damages & Cost of Court taxed at one pound 16/10 and thence &c Execon is 13th June 1769

Fowler vs Noble 50

David Fowler of Westfield in ys County of Hampshire yeoman ptt vs Stephen Noble of said Westfield yeoman Deft in a plea of Trespass upon the Case for that ys said Stephen at s'd Westfield on ys 24th day of April Anno 1768 by his note of that date for Value therein promised said David to pay him seventeen pounds 5/0 in Lum meaning seventeen pounds of Lawful mony worth of Merchantable Lum at ys Market price and deliver the same Lum at Hartford by ys 15th day of June then next following the date of s'd Note And ys ptt avers he has always hitherto been ready at ys place of Delivery aforesaid to receive said Lum, yet the said Stephen tho often thereto requested hath not performed his said promise But he unjustly neglects to do it To ys Damage of the said David Twenty pounds
The ptt appears by John Phelps Gent his Att'y & Stephen by John Worthington Esq his Att'y comes and defends &c and reserving to himself the Liberty of altering this plea and Trial of ys appeal now pleads that ys Bond declared on is not his deed & thereof puts himself on ys Country, And ys said David Fowler by his above named Att'y consenting to said Reservation says that ys Defts plea above pleaded and the matters therein contained are an insufficient Answer to ys ptts declaration and that he is not holden by ys Law of the Land to make answer thereto and this he is ready to verify Wherefore because the Deft hath not denied ys ptts declaration he prays judgment that his damages and Costs may be adjudged to him, And ys Stephen says his plea above pleaded is sufficient and thereof prays Judgment and Judgment for his Costs
Thereupon all and Singular the premises being seen & fully understood by ys Court of ys Lord the King now here for that it appears to ys said Court that ys plea aforesaid of ys said Stephen by him in manner and form above pleaded and the matters therein contained are not sufficient in Law to preclude ys s'd David from proceeding in his s'd Action against the said Stephen or from his damages and Costs aforesaid
Therefore

Therefore it is considered by ye Court that y^d^ David recover 397
against the said Stephen Seventeen pounds 5/ of lawful money
damages and Cost of Court taxed at one pound 11/9 and thereof Ii Fowler
The said Stephen by his Att^y^ aforesaid appeals from ye judgment vs
of this Court to ye Superiour Court of judicature to be holden at Spring Noble
field in and for ye County of Hampshire any^d^ fourth Tuesday of
September next Ensuing & he recognizes with Sureties as ye Law Directs
for his prosecuting ye Appeal with Effect as by said Recognizance on
file it appears

Joseph Eglestone of Westfield in ye County of Hampshire yeoman Attor Eglestone
Daniel Stiles of said Westfield yeoman Deft in a plea of the Case for that vs
the said Daniel at Westfield on ye 12th Day of August last past by his Stiles
Note of that date for value rec^d^ promised said Joseph to pay him 54
order two pounds 17/6 lawful mony on demand with Interest & easing &c
The pltt appears by John Phelps Gent^r^ his Att^y^ and ye Deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that y^d^ Joseph recover
against y^d^ Daniel three pounds 05/6 lawful mony damages
and Cost of Court taxed at one pound 12/11 & thereof Ii Ex^on^ is 25th July 1769

George Lyman of Granville in ye County of Hampshire yeoman pltt Lyman
Oliver Mun of s^d^ Granville Yeoman Deft in a plea of Ejectment wherein vs
the said George demands of him ye s^d^ Oliver a certain Tract or Parcel of Mun
Land lying in Granville aforesaid near ye School House there containing 52
one Quarter or fourth part of an Acre of Land with ye Buildings and
Edifices standing thereon, said Tract or parcel of Land is bounded
Eastward on ye Street or highway that runs north & South in said
Granville and Northward on^d^ highway and South Coes Land from
said Coes Land ye Line of s^d^ Mentioned Tract of Land runs Southon
said Street or Highway Ten Rods thence running West four Rods thence
North Ten Rods thence East four Rods to ye first Station with the
Appurtenances as ye right & Inheritance of him ye said George and thereon
the s^d^ George says that heretofore y^d^ Oliver was seized of ye demanded
premises in Fee simple that is to say on ye 23^d^ day of August in y^e^
fifth year of our Reign & being so thereof seized he y^d^ Oliver by his
deed Poll of that date in Court to be produced for ye Consideration of
£31.1.1 Lawful money sold s^d^ demanded Premises to him y^d^ George & in ye Deed
The pltt appears by Moses Bliss Gent^r^ his Att^y^ and ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that y^d^ George recover & y^d^
said Oliver seizen and Possession of ye premises demanded &c and Cost of
Suit taxed at one pound 11/0 & thereof Ii Ex^on^ for poss^n^ 28th July 1769

Benedict Arnold of New Haven in ye County of New Haven and Colony of Arnold
Connecticutt yeoman Pltt vs Solomon Phelps Lately of Hadley in ye County vs
of Hampshire Gent^r^ Deft in a plea of the Case for that s^d^ Solomon at Spring Phelps
field on ye 18th Day of August 1763 by his note of that date for value rec^d^ 53
promised said Benedict to pay him nine pounds L^awful^ money
on demand with Interest for ye same till paid &c as in the Writ
The pltt appears by Moses Bliss Gent^r^ his Att^y^ and ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that y^d^ Benedict recover against
the said Solomon Ten pounds 05/6 of Lawful mony damages & Cost
of Court taxed at two pounds 11/2 and thereof he may have his Execon
Execon is 31st May 1769

3/8

Alsop
vs
Pynchon
54

John Alsop of ye New York in ye County and Colony of New York Merchant Plt vs George Pynchon of Springfield in ye County of Hampshire Gent Deft in a plea of the Case for that said George viz at Springfield at New York on ye 16th Day of June 1761 by his note of that date for Value rec promised s[aid] John to pay him Eighty four pounds 12/3 current mony of New York which s[aid] John says is Equal in Value to Sixty three pounds 9/2½ Lawfull mony on or before the first day of Oct[obe]r then next with Interest till paid And also for that said George at Springfield on ye 26th Day of April Instant was justly indebted to said John in ye Sum of Forty four pounds 2/ for divers Wares &c before that time sold by s[aid] John to said George at his request & in Consideration thereof said George promised s[aid] John to pay him ye same on demand &c as in the Writ

The plt appears by Moses Bliss Gent his Att[orne]y and the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that the s[aid] John recover against the said George one Hundred & forty pounds 16/1½ of Lawfull money damages and Cost of Court taxed at three pounds 11/10 & thereof &c

Execon issd 31st May 1762

Hovey
vs
Seaward &c
55

James Hovey of South Brimfield in ye County of Hampshire yeoman Plt vs Ebenezer Seaward and Enos Seaward yeoman both of Granville in ye County aforesd Defts in a plea of the Case for that s[aid] Ebenezer & Enos at said Granville on ye 21th Day of April Anno 1761 by their Note under their hands of that date for Value rec promised said James to pay him Nine pounds money or ye Value thereof in Neat Cattle at money price on or before ye 24th Day of April then next with ye Lawfull interest for the same till paid Yet said Ebenezer and Enos or either of them tho often requested have not paid said James ye same Sum or any penny thereof or the Interest for ye same or ye Value of ye same in Neat Cattle or any ways performed their said promise altho s[aid] James has always been ready to receive s[aid] Neat Cattle of them but they hitherto have & still neglect & refuse to do it to ye damage of ye s[aid] James Twelve pounds

The plt appears by Moses Bliss Gent his Att[orne]y and ye Defts being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said James recover against the said Ebenezer and Enos ten pounds 2/3½ of Lawful money damages & Cost of Court taxed at two pounds 0/6 and thereof &c

The s[aid] Eben[e]r and Enos afterwards at this Term come here by John Phelps Gent their Att[orne]y and appeal from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing the Recognizee with Sureties as ye Law directs for their prosecuting ye appeal with Effect as by said Recognizance as on file appears

Dennie
vs
Hide
56

John Dennie of Cambridge in ye County of Middlesex Merchant Plt vs Phinehas Hide of Brimfield in ye County of Hampshire Gent Deft in a plea of ye Case for that said Phinehas at Springfield on ye 23d day of April last past by his note of that date for Value rec promised s[aid] the said John to pay him or Order one Hundred pounds of Lawfull mony by ye tenth day of July then next Ensuing, Yet ye s[aid] Phinehas tho that Time is Elapsed and tho often requested hath not paid the same or any part thereof But neglects it to ye Damage of ye said John one Hundred and Twenty pounds ~ The plt appears by Bliss Gent his Att[orne]y and the said Phinehas by John Worthington Esqr his Att[orne]y comes & Defends &c and reserving to himself ye Liberty to alter this plea

Plea on the Tryal on the appeal and to plead a new plea now pleads 399
and says that the Bond declared on is not his Act and Deed & thereof
puts himself on the Country — And the pltt by his Attorney aforesaid Connil
Consenting to ye reservation aforesaid says that the Defts plea above
pleaded and the matters therein contained is an Insufficient Answer Hide
to his Declaration and that he is not holden by ye Law of the Land
to answer thereto all which ye Pltt is ready to prove wherefore he
prays Judgment for his damages and Cost — And the said Phinehas
says his plea aforesaid is Sufficient and thereof prays Judgment
And for his Costs — Thereupon all and singular ye premises
being seen and fully understood by the Court of ye Lord ye King
now here for that it appears to said Court that ye plea of ye said
Phinehas above pleaded and ye Matters therein contained are not
sufficient in Law to preclude the said John from proceeding in
his said Action against ye said Phinehas or from his damages & Cost

Therefore it is considered by ye Court that ye said John ye Pltt recover against
the said Phinehas one Hundred pounds of Lawful money damages
Cost of Court taxed at three pounds 2/6 and thereof &c

The said Phinehas in his proper person appeals from ye Judgment
of this Court to ye Superiour Court of Judiciature to be holden at Springfield
in and for ye County of Hampshire on ye fourth Tuesday of September
next Ensuing And recognizes with Sureties as ye Law directs for his
prosecuting his appeal with Effect as by said recognizance as on
file it appears

Simon Baxter of Enfield in ye County of Hampshire yeoman Pltf in a plea Baxter
Whaples of Sandisfield in ye County of Berkshire yeoman Deft in a plea vs
of the Case for that said Jonathan at Springfield on ye nineteenth day of Whaples
Decr Anno 1766 by his note under his hand for Value Rec^d promised ye 57
Simon to pay him Seventeen pounds Lawful money or the Value
thereof the one half in neat Cattle & ye other half in Horses at ye Dwelling
House of Eliakim Stow in Granville by ye first day of September then
next Ensuing the Cattle and Horses to be appraised by indifferent men
by ye said Jona^th that Time is Elapsed & tho ye said Simon was always
ready at ye said Eliakims dwelling House to receive ye same Cattle and
Horses and ye Sum of money within ye Time aforesaid hath not paid the
same Sum nor ye Value thereof in Cattle & Horses tho often thereto
requested nor hath he any ways fulfilled his said promise But he neglects
and refuses to do it to ye Damage of ye said Simon Twenty pounds

The pltf appears by Jonathan Bliss Esqr his Att^y and the Deft comes
by Martin Hoyt his Att^y and moves for a continuance that he may
have Opportunity to plead specially and with ye Agreement of ye Pltf
It is granted him & Case is continued until ye Next Term

Walter Pynchon of Suffield in ye County of Hampshire Trader Pltf in a plea Pynchon
Timothy Wells of said Suffield yeoman Deft in a plea of the Case for vs
that ye said Timothy at Springfield on ye Ninth day of November 1765 by Wells
by his promissory note in writing under his hand of that date for 59
Value Rec^d promised ye said Walter to pay him or his order two pounds 15/
Lawful money on or before ye first day of April then next with Lawful
Interest from that Time till paid, and also for that ye said Timothy at
said Springfield on ye last day of December last past being justly indebted
to ye said Walter in ye further sum of two pounds 10/7 for ou[n]dry
Goods

100 Goods, Wares and Merchandize there before that Time sold & Delivered
Pynchon by said Timothy by ye said Walter at the said Time & prival Instance
v request he the said Time then and there in Consideration thereof
Wells promised the said Walter to pay him ye same on demand Yet ye said
Timothy tho often requested hath never paid either of ye afore said
Sums or any part thereof But unjustly neglects it To ye Damage
of the said Walter the sum of nine pounds

The ptt appears by Jonathan Bliss Gent his Attr & Deft being
three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said Walter recover
against ye said Timothy five pounds lawfull money damages
and Cost of Court taxed at one pound 10/2 and thereof Ie

The said Timothy afterwards at this Term comes here by Moses
Bliss Gent his Attr and appeals from ye judgment of this Court to
the Superiour Court of judicature to be holden at Springfield in
for ye County of Hampshire any fourth Tuesday of September next
And he recognizes with Sureties as ye Law directs for his prosecuting ye
appeal with Effect as by ye Recognizance on file appears

Aaron Lease of Enfield in ye County of Hampshire Trader Attor
Lease v Shubael Geer of said Enfield Yeoman Deft in a plea of ye Case for that
Geer the said Shubael on ye thirteenth day of April instant at Springfield
to being indebted to ye said Aaron in ye Sum of Six pounds lawfull money
for Sundry Goods, Wares and Merchandoyes there before that time by ye
said Aaron sold & Delivered to ye said Shubael at his special instance & request
he ye said Shubael then & there in Consideration thereof promised ye Aaron
to pay him ye same sum on demand, And also for that ye said Shubael then
afterwards on ye same day being indebted to ye said Aaron in another
Sum of Six pounds like money for sundry other Goods Merchandizes
then and there sold and delivered to him to ballance Book Acct between
them he ye said Shubael then & there in Consideration thereof promised
said Aaron to pay him ye same on demand, Yet ye said Shubael tho often
requested hath not paid ye Several Sums aforesd nor either of them nor any
part thereof But he neglects and refuses to do it To ye damage of ye said Aaron
twelve pounds — The ptt appears by Jonathan Bliss Gent his
Attr and as it has been made to appear to this Court that ye Defendt
time of ye Service of this Writ was out of ye Province & probably has not
had any notice of this Suit — Therefore it is considered by ye Court
that ye Action be continued and ye parties have a further day here
until ye last Tuesday of August next Ensuing

John Worthington Esq Charles Pynchon Physician Jonathan Dwight
Dwight Shopkeeper and Elizabeth Dwight Widow all of Springfield in ye County
Exors of of Hampshire Exors of ye last Will and Testament of Josiah Dwight Esq
Walbridge late of said Springfield Decd Attor Ames Walbridge of Monson in ye County
v aforesd Genl Deft in a plea of the Case for that said Ames on ye 29th Day
of August last past at Springfield aforesd by his note for Value rec
promised said Josiah then living to pay him 30/ lawfull money
on demand with Interest and also for that said Ames afterwards
on ye same day by his other note for Value rec promised ye Josiah
then living to pay him another sum of 30/ like money on demand
with Interest And also for that said Ames afterwards on ye same day
by his other note for value rec promised said Josiah then living to

pay

pay him one other Sum of twenty two Shillings and ten pence lawf
money on demand with Interest till paid &c as in the Writ
The ptts appear by Jonathan Bliss Gent their Attr & Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said John, Charles
Jonathan and Elizabeth in y Capacity aforesaid recover against y
said Ames four pounds 6/3¾ of Lawful money damages & Costs of
Suit taxed at one pound 9/10 & there of &c Execution &c 31st May 1769

Dwight Exr
&c
vs
Walbridge

Luke Bliss of Springfield in y County of Hampshire Gent Admr
of the Estate of Luke Bliss late of said Springfield Gentleman Decd Pltff
Thomas Spelman of Granville in y County aforesd yeoman Deft in a
plea of the Case for that y said Thomas on y first day of September
AD 1761 at Springfield aforesaid being indebted to y said Luke Bliss
then living in the Sum of twenty four pounds 16/8 Lawful money
to balance Accts according to y Accts annexed to y Writ hereof Thomas
then and there in Consideration thereof promised the same Luke
to pay him the same on demand — Yet y said Thomas tho often
requested never paid the same to y said Luke in his Lifetime nor
has he ever paid it or any part thereof to y said Luke Administrator
as aforesaid since the death of y said Luke y Intestate tho often thereto
requested nor any ways fulfilled his said Promise but neglects &
refuses to do it To y Damage of the said Luke y Admr y Sum of Thirty pounds
The ptt by Jonathan Bliss Gent his Attr and y Deft by John Phelps
Gent his Attr come here and refer y Case & all other demands subsisting
between y said Parties to y final determination and award of Jr May
Benja Day Deacn Joseph Mirick & Lt John Morgan or any two of them
Arbitrators mutually Elected by y said parties to be made upon the
premises & returned into this Court so soon as may be y parties have a
further day &c

Bliss Admr
vs
Spelman
Tr

George Pynchon of Granville in y County of Hampshire yeoman Pltff
Samuel Lowley late of s d Granville yeoman Deft in a plea of y Case for that y
said Samuel on y 25th day of March last past at Springfield by his
Note under his hand for Value promised the s d George to pay him
Two pounds 11/11 Lawful money on demand with Lawful Interest for
the same till paid, Yet y said Samd tho often requested hath not paid
the same sum nor the Interest of it but neglects it To y Damage of y s d
George Five pounds — The ptt appears by Jona Bliss Gent his Attr & Deft
being three times publickly called makes default of appearance in Court
Therefore It is considered by y Court that y said George recover against
the said Samuel two pounds 15/3½ of Lawful money damages & Costs of
Court taxed at one pound 9/4 and the rest &c

The said Lowell afterwards comes here by John Phelps Gent his Attr &
appeals from y Judgment of this Court to y Superiour Court of Judi
cature to be holden at Springfield in and for y County of Hampshire
upon y Fourth Tuesday of Sept next Ensuing And he recognizes with
Sureties as y Law directs for his prosecuting y Appeal with Effect
as by said Recognizance on file it appears

Pynchon
At
Rowll
63

William Pynchon Esqr of Springfield in y County of Hampshire yeoman Pltff
Thomas Dewey yeoman Israel Dewey yeoman George Sexton
yeoman all of Westfield in y County aforesaid Defts in a plea of y Case
for that y said Thomas, Israel & George on y fourth day of Octo last past
at Springfield aforesaid by their note under their hands for Value rec promised

Pynchon
vs
Dewey &c
61

Lyndon
vs
Lawly &c

Promised the said William to pay him or order Twenty nine pounds
3/o Lawful money on demand with Interest from ye time Lawful Interest
for the same till paid, yet ye said Thomas, Israel and George Thrasher
requested have not paid the same Sum nor the Interest thereof nor
has either of them done it but they unjustly neglect & refuse to doit
To ye Damage of the said William Forty pounds ~ The pltf appears
by Jona Bliss Gent his Attorney & Defts being three times publickly
called makes default of appearance in Court ~ Therefore it is
considered by ye Court that ye Pltf William recover against the Defts Thomas
Israel and George Twenty one pounds W/M 3/4 of Lawful mony damages
and Cost of Court taxed at one pound 12/6 and therefore &c
The said Thomas, Israel and George afterwards at this Term come here
by John Phelps Gent their Attorney and appeal from ye Judgment of
this Court to ye Superiour Court of judicature to be holden at Springfield
in and for ye County of Hampshire any ye fourth Tuesday of Sept next
And here recognizes with Sureties as ye Law directs for their prosecuting
the appeal with Effect as by ye Recognizance on file it appears

Allen
vs
Dewey & Att

William Pynchon Junr of Springfield in ye County of Hampshire yeoman
And a Deputy Sheriff under Solomon Stoddard Sheriff of ye same County
Pltf vs Israel Dewey yeoman & Thomas Dewey yeoman both of Westfield
in the County aforesd Defts in a plea of ye Case for that ye sd Israel
Thomas at Springfield aforesaid ony fourth day of Oct last past
by their note under their hands for Value rec promised ye sd Willm
to pay him or order the sum of Sixteen pounds 13/4 Lawful mony
on demand with Interest from ye time Lawful interest for ye same
till paid, Yet the said Israel & Thomas tho often requested have
not paid the same sum nor the Interest thereof ~~but~~ nor has either
of them done it But they neglect it To ye Damage of ye sd Wm Twenty pounds
The pltf appears by Jonathan Bliss Gent his Attr and ye Defts being
three times publickly called make default of appearance in Court
It is therefore considered by ye Court that ye sd Willm recover against
the said Israel & Thomas Seventeen pounds 7/0 of Lawful mony damages
and Cost of Court taxed at one pound 10/6 and therefore &c
The said Israel & Thomas afterwards at this Term come here by
John Phelps Gent their Attr and appeal from ye Judgment of this Court
to ye Superiour Court of Judicature to be holden at Springfield in and
for ye County of Hampshire on ye fourth Tuesday of September next
And here recognizes with Sureties as ye Law directs for their prosecuting
the appeal with Effect as by said Recognizance on file appears

Mun
vs
Williston

John Mun of Springfield in ye County of Hampshire yeoman pltf vs
Nathaniel Williston of ye sd Springfield yeoman Deft in a plea of Debt
for that ye sd John by ye consideration of our Justices of our Inferiour Court
holden at Springfield on ye Third Tuesday of May in ye Sixth year of our
Reign recovered judgment against ye said Nathll for ye Sum of three pounds
18/6 Lawful mony damages & one pound 7/6 Cost of Suit with as by ye
said Nathll is convict as by ye Record thereof appears which Judgment
yet remains in full force And an Action has accrued to ye sd John to have of
the sd Nathll ye several sums aforesaid amounting in ye Whole to £5 5 0 Ster
The pltf appears by Jonathan Bliss Gent his Attr and ye Deft being three times
publickly called makes default of appearance in Court ~ It is therefore
considered by ye Court yt ye sd John recover against the sd Nathll three pounds 13/4
of Lawful mony Debt and Cost of Suit taxed at one pound 9/6 and therefore &c

Exon is 2d in July 1719

Moses Church of Springfield in s^d County of Hampshire Yeoman pltff
Daniel Warner of Wilbraham in s^d County aforesaid yeoman Deft in a plea
of the Case for that said Daniel on the fourth day of April last past at
Springfield aforesd by his note in writing under his hand for Value
Rec^d promised one Nathaniel Hitchcock to pay him or his Order
Sum of Ninety pounds lawful money by s^d fourth day of Oct^o
then next Ensuing with Lawful interest for the same till paid
And the said Nathl there afterwards any^t same day by his Indorsment
in writing under his ~~hand~~ one plain note ordered ye Contents of ye said Note then
wholly due and unpaid to be paid to ye said Moses for Value Rec^d
whereof the said Danl there afterwards any^t same day had notice
and there by became chargeable to pay ye said Moses the same sum
with Interest according to ye Tenor of said Note in consideration thereof
s^d Daniel then and there promised ye s^d Moses to pay him ye aforesd
Ninety pounds with Interest according to ye Tenor of s^d same Note
for that ye said Daniel there afterwards on ye s^d fourth day of April
last past by his other note in writing under his hand for Value
Rec^d promised the said Nathaniel Hitchcock to pay him or order
Another sum of Ninety pounds like money by ye fourth day of
January then next Ensuing with lawful interest for the same
till paid And ye said Nathaniel there afterwards on ye same day by
his Indorsment in writing under his hand on ye same note ordered
the Contents thereof then unpaid to be paid to ye said Moses for
Value Rec^d of all which ye said Daniel there afterwards on ye same
day had notice and by reason of ye premises became chargeable
to pay ye said Moses ye same sum with interest according to the
Tenor of the same note & in consideration thereof the said Daniel
then there ~~in consideration~~ promised ye said Moses to pay him
the same Ninety pounds with Interest by the s^d fourth day of
April according to ye Tenor of the same note, Yet ye s^d Daniel tho
the several times of ye payment of ye several sums aforesd are
long since Elapsed & tho often requested hath not paid ye Several
Sums aforesaid nor either of them nor the interest of either
But he neglects it To ye Damage of the s^d Moses two Hundred ~~Ninety~~ pounds,
The pltff appears by Son^d Bliss Gent his Att^y and ye Deft being
three Times publickly called makes default of appearance in bar
It is therefore considered by ye Court that ye said Moses recover
against ye s^d Daniel one hundred & Ninety two pounds 10/ lawful
money Damages and Cost of Court taxed at one pound 5/6 & thereof le
The said Daniel afterwards at this Term comes here by Moses Bliss
Gent his Att^y and appeals from ye judgment of this Court to the
Superiour Court of Judicature to be holden at Springfield in & for y^e
County of Hampshire on the fourth Tuesday of September next
Ensuing And he recognizes with Sureties as ye Law directs for his
prosecuting ye Appeal with Effect as by said Recognizance on
file it appears)

Elijah Warner of Wilbraham in s^d County of Hampshire yeoman Pltff
Benjamin Leonard Junr of Springfield in s^d County aforesd Trader Deft
in a plea of the Case for that ye said Benjamin on ye Eighteenth day of
April Instant at Springfield aforesd by his note in writing under his hand for
Value Rec^d promised the said Elijah to pay him Six pounds 10/ lawful
money on demand with Lawful interest for the same till
paid, Yet ye said Benjamin tho often requested hath not paid ye same
sum

Church
vs
Warner
Ct

Pltff
vs
Deft
Ct

1024

Parsons
vt
Leonard

Sum nor the Interest thereof but neglects it Tho Damage of sd said Elijah nine pounds ~ The plt appears by Jona Bliss Gent his Attr and the Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by the Court that the said Elijah recover against the said Benjamin Six pounds 10/7½ of Lawful money Damages and Cost of Court taxed at £1 11 9 10 & thereof &c

Afterwards the said Benjamin at this Term comes here by Justin Ely Gent his Attr and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of Sept next Ensuing Who recognizes with Sureties as the Law directs for the said Benjamins prosecuting the Appeal with Effect as by the Recognizance on file appears

Ensign
vt
Jones
by
Trespass

Datis Ensign of Westfield in the County of Hampshire yeoman Plt
John Jones of said Westfield yeoman Deft in a plea of the Case for that the said John Jones at said Westfield on the twentieth day of Sept last was greivously infected with and Laboured under an Odious, infectious contagious and dangerous disease commonly called the Pox all which the said John was then well knowing, and the said John being so Infected as aforesaid did then and there with force and Arms assault one Datis Ensign the younger a minor of the Age of sixteen years Son of the Plt to whose Service the Plt his Father was then and now is intitled and for whose Support he is liable till the said Minor shall arrive to the Age of Twenty one years the said John and Datis the younger then & there being both Naked in Bed together and the said John then & there with force and Arms as aforesaid attempted to commit the Venereal & Sodomitical Act with the same Datis and to have Carnal Knowledge of his Body without his consent and against his Will and by attempting to Enter the Body of the said Datis the younger and so to commit the Venereal & Sodomitical Act aforesaid the said John then & there communicated to the same Datis the aforesaid odious, infectious & Dangerous Disease And the said Datis the younger hath thereby been ever since greivously infected with the same Disease & yet continues so infected there with whereby the Plt hath wholly lost the Service and Labour of his said Son & Advantage thereof & hath been put to great Expence and Charge to support his said Son & for Physicians to attend & care for, attempt the Cure of his said Son & for Nursing and Medicines for him from the 20th Day of Sept last to this Time and that he the Plt must loose much more time and Service of his said Son & expend much more money upon him before he can be cured of the Disease aforesd & that after all can be done for him he will by means of the Disorder aforesd be less capable of serving the Plt than otherwise he would have been which doings of the said John Jones is to the Damage of the said Datis fifty pounds

The Plt appears by John Worthington Esq his Attr and the said John Jones comes into Court by John Phelps Gent his Attr and defends the Force & Injury &c & for plea says that he is not guilty in manner & form as the Plt in his Declaration hath alledged & thereof puts himself on the Country and the plaintiff likewise ~ Thereupon the Jurors at this time according to the form & Effect of the Statutes in this Behalf provided returned impannelled being demanded likewise come here who to say the truth in the premises being duly sworn by Mr Ebenr Warriner their Foreman do say upon their Oath that they find for the Plt twelve pounds lawful Damages & Cost

It is therefore considered by the Court that the said Datis recover against the said John twelve pounds lawful money damages and Cost of Court taxed at three pounds 18/10 and thereof &c ~ Exceptions by the Defendt Vtg

Martindale vt Easton 70

Jadoth Martindale of Westfield in y County of Hampshire yeoman Pltt vs Ahimaaz Easton of sd Westfield yeoman Deft in a plea of y Case for that said Ahimaaz at Springfield on y twenty first day of Feby current by his note of that date for Value rec promised sd Jadoth to pay him or order four pounds 1ll, on demand with Interest Lawfull

The pltt appears by John Worthington Esq his Attd and y Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by y Court that y said Jadoth recover against the said Ahimaaz four pounds 1ll 0s lawfull mony damages and Cost of Court taxed at one pound 11s 6d thereof &c

Exon is 23d June 1769

Woods vt Cutler 71

John Woods of Munson in y County of Hampshire yeoman Pltt vs David Cutler of Brimfield in y County aforesd yeoman Deft in a plea of y Case for that said David at Springfield on y 8th day of April last past by his promissory note in writing under his hand of that date for Value rec promised y said John to pay him y Sum of Seven pounds 16s 0 within five months and a half month from y Date of said Note, yet y said David tho often requested and tho said Time of payment is long time past hath never paid y same or any part thereof But unjustly neglects and refuses to do it to y Damage of the said John Ten pounds — The pltt appears by John Worthington Esq his Attd and y Deft being three times publickly called makes default of a appearance in Court — It is therefore considered by y Court that y said John the pltt recover against y said David seven pounds 16s lawfull mony damages & Cost of Court taxed at one pound 16s 8d thereof &c

The said David afterwards at this Term comes here by Moses Bliss Gent his Attd and appeals from y judgment of this Court to the Superiour Court of judicature to be holden at Springfield in & for y County of Hampshire any fourth Tuesday of Sept next ensuing And he recognizes with Sureties as y Law directs for y sd David's prosecuting his appeal with Effect as by said recognizance as on file it appears

Stoddard vt Ely 72

Prudence Stoddard of Northampton in y County of Hampshire Gentlewoman Pltt vs Joel Ely of Springfield in y same County yeoman Deft in a plea that he render to y sd Prudence Twenty six pounds 11s 4d which to her he owes & from her unjustly detains and whereon sd Prudence says that at our Inferiour Court of Common pleas holden at Springfield on y last Tuesday of August in y Sixth year of our Reign she recovered against y said Joel Twenty five pounds 17s 4d for her damages by reason of y said Joels not performing to her his promis before that Time made her done pounds 10s 0d for Costs by her about her Suit in that behalf expended whereof y sd Joel is convict as by y Record thereof remaining is manifest and appears, Which judgment remains in full force not satisfied whereby Action hath accrued to y sd Prudence to have of the said Joel y Sum of twenty six pounds 11s 4d and so forth as in y Writ

The pltt appears by John Worthington Esq her Attd and y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y sd Prudence recover against the said Joel thirty pounds 10s 4d of Lawfull mony Dett Cost of Court taxed at one pound 13s 8d thereof &c

Exon is 1st June 1769

Pynchon vt Gillett Junr 73

George Pynchon of Springfield in y County of Hampshire Gent Attor Shubael Geer Junr of Enfield in y County aforesd yeoman Deft in a plea of the Case for that said Shubael at sd Springfield on y 19th Day of April 1765 by his note of that date for Value rec promised y sd George to pay

106 Pynchon vt Gell

pay him y Value of Eighty two pounds Lawful money in neat Cattle to be delivered at ys Georges dwelling House in Springfield on or before the first day of Oct then next with Interest &c as in the Writ The pltt appears by John Worthington Esq his Attr and y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that y said George recover against the said Shubael thirty five pounds 2/6 3/4 of lawful mony damages and Cost of Court taxed at one pound 0/10 and thereof he Execn is ys 26th May 1764 by

Partridge Esq vt Hitchcock Attis

74

George the Third &c to the Sheriff &c Whereas Oliver Partridge of Hatfield in y County of Hampshire Esq then Sheriff of our said County on the fourth Day of June Anno 1764 did make & Constitute George Hitchcock of Springfield in said County yeoman his Deputy in the Office aforesd & he y said George & Lubee Hitchcock then of said Springfd now of Granville in said County yeoman & Moses Church yeoman of ys Springfield by their Bond of that date all became bound to the said Oliver in y Sum of four Thousand pounds Lawful mony with condition annexed that if y said George should duly and faithfully Execute his Office aforesaid and save harmless y said Oliver from any Suits Losses or Damage by means of any Defalts of y ys George or any undue performance of y Duties of the same Office then to be void otherwise not And whereas afterwards the said George having failed of duly performing his Office aforesd by said Oliver having sustained Loss & Damage thereby the said Oliver at our Inferiour Court holden at Northampton on y Second Tuesday of Novr 1766 commenced & prosecuted against said George, Lubee & Moses his Action of Debt on y Bond aforesd & thereby there recovered against them four thousand pounds Debt & two pounds 0/4 Cost of Suit and agreable to one Law of this province the said Court then and there awarded Execn in favour of y ys Oliver against the ys George Lubee & Moses only for y Sum of Fifty two pounds 16/4 1/2 for the damages the said Oliver had sustained by means of the said George's defect of his duty in y Office aforesd And the ys Oliver hath suggested to us that he hath sustained other & further damages by y ys Georges defect of the Duty aforesd and particularly that at our Inferiour Court holden at Springfield on y third Tuesday of May last Samuel Talcott of Hartford in y County of Hartford in y Colony of Connecticutt Esq recovered against y said Oliver Nineteen pounds 11/ 10 1/2 Lawful mony damages by him sustained by y ys Georges failure of y Duty aforesd and two pounds 0/6 for his Cost about his Suit in y Behalf expended and that y ys Samll hath since sued out our Writ of Execn on the judgment aforesd and that he the ys Oliver hath been obliged to pay the same, And also for that at our Inferiour Court holden at Boston on y first Tuesday of Sept last Sylvester Gardner of said Boston Physician recovered against said Oliver twenty six pounds 6/8 Damages & two pounds 10/ 0 on that of y ys Georges Failure of y Duty of his Office aforesaid and y said Sylvester hath since sued out our Writ of Execn on y judgment aforesd & hath procured y same sums to be levied of y Monies of the said Oliver with 3/6 y further Cost And Whereas the said Oliver hath supplicated us to provide Remedy for him in this behalf We command you that you make known to ys George Lubee & Moses that they be before our Justices of our Inferiour Court next to be holden at Springfield on y third Tuesday of May &c as in y Writ The pltt appears by John Worthington Esq his Attr and y Defts being three times publickly called makes default & appearance in Court It is therefore considered by y Court that y said Oliver recover against y said George Lubee & Moses fifty two pounds 12/10 1/2 for y further damages of lawful mony & Cost of Court taxed at two pounds 0/6

Execn is 2d August 1769

Job Stiles of Granville in y County of Hampshire yeoman Pltf
Samuel Clark of said Granville yeoman Deft in a plea of y Case for
that the said Samll at Springfield on y 17th Day of Feby last past by
his promissory note in writing under his hand of that date for Valu
rid promised the said Job to pay him three pounds 13/6 by y third day
of March then next, Yet y said Samuel tho often requested hath never
paid the same or any part thereof But unjustly neglects and
refuses to do it To y Damage of y said Job Eight pounds
The ptt appears by Jo the Worthington Esq his Attt ~~and y Deft being~~
~~three times publickly called makes default of appearance in Court~~
~~Therefore it is considered by y Court that y said Job recover against~~
the said Samuel comes by Simeon Strong ~~Esqr~~ and John Phelps Gent
his Attorneis and defends &c and reserving Liberty to give any special
matter in Evidence under y Genal Issue says he never promised in
manner and form as the ptt has declared against him and thereof puts
himself on the Country and the Plaintiff likewise
Thereupon the jurors of the Jury at this Time according to y form &
Effect of y Statutes in this Behalf provided returned and impanelled
being called likewise come here Who to say y truth concerning the
premises being duly sworn by Mr Ebenezer Warriner declare upon their
Oath that they find for the Defendant Cost of Court
Therefore it is considered by y Court that y said Saml recover
against the said Job Two pounds 13/2 of lawful money allowed him
with his Apert for his Costs in defending the suit of y said Job and thereof &c
The said Job in his proper person appeals from y judgment of this
Court to y Superiour Court of judicature to be holden at Springfield
within and for y County of Hampshire on y fourth Tuesday of
September next and he recognizes with Sureties as y Law direct for his
prosecuting the appeal with Effect as by said recognizance on
file it appears

Job Stiles
vs
Clark
7/6

Jonathan Chapin of Palmer in y County of Hampshire yeoman Pltf
Caleb Cooley of Springfield in y same County yeoman Deft in a plea of
the Case for that said Caleb at Springfield aforesd on y 19th Day of May
last past by his promissory note in writing under his hand of that date
for Value rec'd promised said Jonathan to pay him y sum of twenty six
pounds y lawful money on demand with lawful interest for y same
till paid, Yet said Caleb tho often requested hath never paid the same
or any part thereof but unjustly neglects to do it To y Damage of the
said Jonathan thirty pounds ~ The ptt appears by John Worthington
Esq his Attt and y Deft being three times publickly called makes default of
appearance in Court &c It is therefore considered by the Court
that y said Jonathan recover against the said Caleb twenty three
pounds thirteen shillings and six pence of lawful money damages
and Cost of Court taxed at one pound Eleven shillings and four
pence and thereof he may have his Execn
Afterwards y said Caleb at this Term comes here by Jno Phelps Gent
his Attt and appeals from y judgment of this Court to y Superiour Court
of judicature to be holden at Springfield within and for the County of
Hampshire on y fourth Tuesday of September next Ensuing and he
recognizes with sureties as the Law directs for his prosecuting the appeal
with Effect as by said recognizance on file appears

Chapin
vs
Cooley
7/6

508

Martindale
vs
Ensign
77

Lemuel Martindale of Greenfield in the County of Hampshire yeoman Plt vs Datis Ensign of Westfield in s^d County aforesaid yeoman Deft in aplea of the Case for that said Datis at Springfield on s^d fifteenth day of Feby 1768 by his note of that date for Value Rec^d promised s^d Lemuel to pay him fifteen pounds L^w lawful mony on demand with Interest Sivins Plt The plt appears by John Worthington Esqr his Att^y and s^d Deft being three times publickly called makes Default of appearance in Court His therefore considered by s^d Court that s^d Lemuel Recover against the said Datis sixteen pounds L^w lawful mony damages and Cost of Suit taxed at two pounds 6/ and thereof Ex^on is 19th June 1769

Hall
vs
Woods
78

William Shaw of Palmer in s^d County of Hampshire yeoman Plt vs John Woods of Monson in said County yeoman Deft in aplea of the Case for that s^d John at Springfield on the last day of March last past being justly indebted to s^d said William in the Sum of twelve pounds 15/4½ to ballance Accts according to s^d Act annexed to s^d writ he the said John in Consideration in consideration thereof then there assumed on himself and to s^d said William faithfully promised to pay him the same on demand Yet the said John tho often requested hath never paid the same or any part thereof but unjustly neglects it to s^d Damage of s^d said William fifteen pounds

The plt by John Worthington Esqr his Att^y and s^d Deft by in his proper person come here and refer s^d Case together with all their Book Accts to s^d final determination and award of Nathaniel Brewer Gent Abner Smith Gent and Reuben Bliss yeoman all of Springfield aforesd or any two of them Arbitrators mutually chosen by s^d said parties to be made upon the premises and returned into this Court so soon as may be and the said parties have a Day &c until the next Term

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Hall
vs
Colton
79

Noah Hale of Springfield in s^d County of Hampshire yeoman Plt vs Timothy Colton of said Springfield yeoman Deft in aplea of Case for that s^d Tim^o at Springfield aforesd on s^d first day of Augt last past by his promisory note in writing under his hand of that date for Value Rec^d promised s^d said Noah to pay him s^d Sum of twenty eight pounds L^w lawful mony on demand with lawful interest for the same till paid, Yet s^d Tim^o tho often requested hath never paid s^d same or any part thereof But unjustly neglects it to s^d damage of s^d Noah forty pounds The plt appears by John Worthington Esqr his Att^y and s^d Deft being three times publickly called makes Default of appearance in Court Therefore it is considered by the Court that s^d Noah recover against the said Timothy twenty nine pounds 13/3 L^w lawful money damages and Cost of Court taxed at one pound 9/0 and thereof Ex^on The said Timothy afterwards at this time comes here by Jon^a Bliss Gent his Att^y and appeals from s^d judgment of this Court to s^d Superiour Court of Judicature to be holden at Springfield in and for s^d County of Hampshire on s^d fourth Tuesday of September next And he recognizes with Sureties as s^d Law directs for his prosecuting s^d Appeal with Effect as by s^d Recognizance on file appears

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Bowdoin
vs
Phillips
80

William Bowdoin of Roxbury in s^d County of Suffolk Esqr Plt vs James Phillips of Springfield in s^d County of Hampshire yeoman Deft in a plea that he render to said William Seventy pounds Lawful money which he owes and from him unjustly detains and whereon s^d William at s^d Springfield on s^d 20th day of April in s^d Eight year of our Reign [illegible] James

James by his Bond of that date in Court to be produced bound himself & s^d said William in the sum of Seventy pounds lawful money to be paid on demand &c as in the Writ ~ The pltf appears by John Worthington Esqr his Att^y and def^t being three times publickly called makes default of appearance in Court ~ It is therefore considered by the Court that the said William recover against the said James Thirty four pounds 16/ of lawful money debt and Cost of Court taxed at two pounds 15/4 and thereof &c ~ Execon iss^d 6th Decr 1769

Lee vt Fowler

Jchabod Lee of Westfield in ye County of Hampshire yeoman Plt^f or Bildad Fowler of said Westfield yeoman Def^t in a plea of the case for that ~ whereas on y^e ~~Eighth~~ Eighth day of December A^o Dom^i 1766 before Bildad Fowler of Westfield aforesaid one of our justices of the peace for s^d County of Hampshire one Lemuel Martindale of Greenfield recovered against James Watson late of said Springfield yeoman 24/3 Debt 22/16 for charges of suit and whereas by Agreement before made between s^d Lemuel and s^d Bildad ye property of ye Contents of ye s^d Debt and Cost was in ye said Bildad and the said Bildad accordingly on ye twenty fifth day of the same December at said Westfield sued out our Execution on ye judgment aforesaid from ye said justice in formas by Law of this provinc is prescribed and committed ye same then and there to ye plt^f then being one of the Constables of the said Town of Westfield to Execute & return according to Law and Whereas one Joseph Barber then of s^d Westfield was on the twenty third day of December A^o Dom^i 1766 possessed of a parcel of young Cattle Stags which he had before bo^t of ye s^d James Watson under a contract and on Terms then unknown to ye plt^f and ye said Bildad then and there requested ye plt^f to go to said Barber & take ye same Cattle from him by Virtue of ye Execon aforesd as ye Estate of ye said James Watson and by ye proceeds of the Sale thereof to satisfy ye same Execution and ye plt^f being in doubt whether by Law he might take ye same Cattle by ye same Execution as the said Bildad requested him as aforesaid the said Bildad then and there affirmed to the plt^f that the same Cattle were the property of ye said James liable by Law to be taken by the Execution aforesaid and to be sold to pay & satisfy the same and in Consideration that the said Jchabod would go to said Barber and take the same Cattle from him by Virtue of the Execution aforesaid and by the proceeds of the Sale thereof to satisfy the same Execution he ye said Bildad then & there agreed promised and Engaged the plt^f that he would well and truly indemnify and save him harmless from all Costs and Trouble that might arise to ye plt^f in consequence of his going to Barber and taking the same Cattle out of his profession by ye Execon aforesaid and satisfying the same Execution by ye proceeds of the Sale thereof and the plt^f says that regarding the request of said Bildad and relying on his declaration promise & Engagement aforesaid he then and there went to said Barber took ye said Cattle out of his profession by Colour of said Execon and Disposed of them by Sale at publick Vendue to ye highest Bidder in order to pay and satisfy ye same Execution by the proceeds of ye said Sale and that he satisfied the same Execution of the said proceeds then and there accordingly and the plt^f says that before ye s^d twenty third Day of December viz: on the twelfth day of February then next preceding ~

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Fowler

Preceeding the said James Watson as is since made to appear had
Leased the same Cattle to s^d said Barber for the Term of three years
to work the same Cattle in his Business for his profit during that
Term and to keep them well and at ye End of said Term to deliver
them to said James at William Watsons house in ye New Township
the called Number four now Bethel in ye County of Berkshire
and that ye said Cattle were not by Law liable to be taken
by Virtue of the said Execution as the Cattle of ye s^d James out of
from ye possession of the said Joseph, And that afterwards vizt
on the thirtieth day of July Anno D^m 1767 the said Joseph Barber
commenced his Action of Trespass against the p^lt for taking the
Cattle aforesaid in manner afores^d and prosecuted ye same to our
Inferiour Court of Common pleas holden at s^d Springfield on y^e
Last Tuesday of August Anno D^m 1767 at which Court ye said
Joseph recovered against the p^lt seven pounds Damages and Cost
of Suit from which judgment the p^lt appealed to ye Superiour
Court of judicature Court of Assize and General Goal delivery to be
at said Springfield on ye fourth Tuesday of September Anno D^m 1767
when and where the said Joseph recovered against ye p^lt final
Judgment for two pounds Lawful money Damages and Eight pounds
11/10 for his Cost and Charges by him about his Suit in that Behalf
expended for which Sum so recovered ye said Joseph hath sued out
our Writ of Execution against him and he hath been obliged to pay
the same & ye p^lt says he was subjected to great Trouble and great
Expence of Time, & that he necessarily expended more than five
pounds (lawful money) in Cash in defending himself against ye said Suit of ye said
Joseph & that his Time & trouble aforesaid besides his Expence of Money
aforesaid was well worth forty Shillings more of all which the said
Bildad at said Springfield on ye Last day of said Septr was well knowing
yet tho often requested the said Bildad never defended or saved ye p^lt from
the Suit aforesaid nor hath he saved the p^lt from ye Expence and
Cost aforesaid But wholly neglects and denies to do it To ye Damage
of the said Jehabod the sum of thirty pounds

The p^lt appears by John Worthington & Joseph Hawley Esquires his
Attorneys and the said Bildad by Jonathan Bliss Gent his Att^y comes
and defends ye force and Injury when &c and says he never promised
the said Jehabod in manner & form as he has above declared against
him thereof puts himself on ye Country and ye p^lt likewise

Thereupon ye Jurors at this Time according to ye form & Effect of the
Statutes in this Behalf expended provided Returned impanelled & being
called likewise come here Who to say ye Truth concerning ye premises
being duly sworn declare upon their Oath that they find for ye p^lt
twenty four pounds 11/10 damages & Cost of Court

It is therefore considered by ye Court that ye said Jehabod recover
against ye said Bildad twenty four pounds 11/10 of lawful money damages
and Cost of Court taxed at four pounds 11/11 and thereof &c

The said Bildad by his Attorney abovenamed appeals from ye Judgment
of this Court to ye Superiour Court of judicature to be holden at Springfield
in and for the County of Hampshire on the fourth Tuesday of Sept^r
next Ensuing And he recognizes with Sureties as ye Law directs Father
Bildads prosecuting the said appeal with Effect as by said Recognizance
on file it appears

Jacob Root of Blanford in y County of Hampshire yeoman Plt. of Timothy
Lee of Granville in said County yeoman Deft in a plea of the Case for that
s Timothy at Springfield on y Last day of January last being indebted
to said Jacob in y Sum of two pounds 13/3 to ballance Accts for sundry
Articles of Book Acct according to y Schedule annexed to y Writ and being
so indebted said Timothy in Consideration thereof promised said Jacob
to pay him the same on demand &c as in the Writ — The plt appears
by John Phelps Gent his Attt and y Deft being three times Publickly called
makes default of appearance in Court — It is therefore considered by
the Court that y said Jacob recover against y said Timothy Two pounds
13/3 of lawful mony damages & Cost of Court taxed at one pound 6/8 Whereof
Execn is 18th June 1795

Root
vs
Lee

Pl

Eli Warner of Belchertown in y County of Hampshire an Infant within
y age of twenty one years who sues by his Guardian Moses Hannuma
of Belchertown yeoman plt for Sylvanus How of y s Belchertown yeoman
Deft in a plea of the Case whereon s Eli by his Guardian says that y s Sylvanus
at s Belchertown on y Last day of April last past was justly indebted to s
Eli in y Sum of Sixteen pounds lawful mony for two years Labour and
Service by said Eli for s Sylvanus at s Sylvanus's special Instance and
Request there before that Time done & performed in Consideration whereof
s Sylvanus then & there promised said Eli to pay him s Sum on demand
And also that whereas said Eli on y same day and Year had Laboured for
& served said Sylvanus for y Space of other two years at s Sylvanus special
Instance and Request y s s Sylvanus then & there in Consideration thereof
promised said Eli to pay him for y same Labour & Service so much mony
as y said Eli reasonably deserved to have of y said Sylvanus therefor on y same
And the said Eli in fact says that he reasonably deserved to have of said
Sylvanus for the same Labour and Service another Sum of sixteen pounds
of all which y s s Sylvanus then and there had notice Yet said Sylvanus
tho often requested hath never performed his s Promises or Either of them
or paid said Sums or Either of them or any part thereof But neglects & refuses
to s Damage of the said Eli the sum of thirty four pounds

Warner
vs
How

Pl

The before named Moses Hannum & Sylvanus How come before the
Court in their proper persons & refer the Case to the final determination
and award of Gershom Mathewson of Western Gent Elijah Smith Gent
and Joseph Williams yeoman both of Belchertown s d Arbitrators mutually
elected by y parties or any two of them, to be made upon y premises
& returned into this Court so soon as may be And the said parties have
a day before the Lord the King here until y Last Tuesday of August next ensuing

The foregoing Judgments Submissions appeals &c being
made and entered up in manner aforesaid the said
Court was adjourned without Day —

Attest William Williams Clerk —

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August Term 1769

Hampshire ss

Anno Regni Georgii Tertii Regis magnæ Britaniæ Franciæ et Hiberniæ Nono

At the Inferiour Court of common pleas holden at Springfield within and for the County of Hampshire on the Last Tuesday of August being the twenty ninth day of the said Month and de die in diem to the 4th Day of September Anno 1769

Present

Israel Williams Esq

Oliver Partridge Esq

Timothy Dwight Junr Esq

Thomas Williams Esq

Petit Jury

Ephraim Chapin foreman
Noah Parsons Junr
Asa Wright
Josiah Dickinson
Daniel Bagg Junior
Matthew Laflin
Jonathan Ely
Simeon Hubbard
Nehemiah Hinds
David McConnoughy Junr
Thomas Judd
Daniel Thompson

Continued Actions

Fowler v Fowler

Daniel Fowler of Westfield in y County of Hampshire yeoman Pltf vs Bildad Fowler of said Westfield yeoman Deft in a plea of y case as at large on record of the preceding Terms and the said parties this Time come here and the Differences to whom this Case and all other demands subsisting between y said Parties were submitted now bring in their Award in the words following viz We do award and determine that y Pltf Daniel do recover against the said Bildad the Sum of five pounds 18/ lawful money damages and Costs of Court likewise y Cost before us which is three pounds 17/ lawful money and that y said Bildad pay the same and this we determine to be a final Settlement of all demands between them until y Date of their Submission — This therefore considered by the Court that said Daniel recover against y said Bildad five pounds 18/ of lawful money damages and Cost of Court and Reference in y Whole taxed at Six pounds 11/7 and thereof Execution issd 7th Novr 1769

Hathaway v Bagg

Jacob Hathaway of Suffield in y County of Hampshire yeoman Pltf vs Moses Bagg of Springfield in y County yeoman Deft in a plea of the Case as at large on record — The said parties at this Term come here and the Referees to whom this Case was referred now report in these words viz We do judge & Determine that Moses Bagg do recover against y said Jacob Hathaway y Pltf Cost of Court & Cost of this Reference being two pounds 6/8 — This therefore considered by y Court that y Pltf Moses recover against y said Jacob his Costs by him Expended and defending y Suit of said Jacob taxed at six pounds 3/8 lawful money and thereof

Gibbs v Gibbs

Abraham Gibbs of Greenwich in y County of Hampshire yeoman Pltf vs Uriah Gibbs late of said Greenwich now of Sudbury in y County of Middlesex yeoman Deft in a plea of the Case as at large on record and now y said parties come here & the Referees to whom this Case was referred now award & follows viz we judge & determine that y said parties were nothing indebted one to another at y Time this action was commenced that y said Abraham pay Costs that may arise from this Suit — This therefore considered by y Court that y said Uriah recover against y said Abraham Cost of this Suit with his Assent in the whole taxed at thirteen pounds 7/8 and thereof Execution is 21st Septr 1769

Abel Cadwell of Westfield in the County of Hampshire yeoman Pltff
Moses Dewey of said Westfield yeoman Deft in a plea of the case & ats
Large on record and now at said parties come here and the Referees to whom
this case was referred now bring in their award in these words viz We do
Judge and award to the pltff the Sum of two pounds 1/10 Damages Cost
of Suit 11/ more for the cost of Arbitration — Therefore it is considered
by the Court that the said Abel recover against the said Moses two pounds
1/10 of lawful money damages Cost of Court Reference in the Whole taxed at £4 11 11/12
Execon if 25th Dec 1769

L.B.
Cadwell
vs
Dewey

David Beals of the North East precinct in Dutchess County in the Province
of New York Mariner Pltff vs Elias Willard living on a Tract of Land called
the Ministers Grant Land North East of & adjoining to Stockbridge in the County
of Berkshire yeoman Deft in a plea of the case as at Large on record of the
last Term, and the said David being three times publickly called to come
into Court and prosecute his said Action is Nonsuit and the Deft
likewise defaulted and the Action is accordingly dismissed

Beals
vs
Willard

Garret Rapalje of New York in the County and Province of New York Merchant
Pltff vs Elias Willard living on a Tract of Land called the Ministers Grant North
East of and adjoining to Stockbridge in the County of Berkshire yeoman
Deft in a plea of the case as heretofore recorded at Large, And now at this
Term the said parties come here by their Council and move that the
Case may be continued until the next Term and it is granted them

Rapalje
vs
Lundem

Ephraim Keyes of Ashford in the County of Windham in the Colony of
Connecticutt Gent Pltff vs John Moulton of South Brimfield in the County
of Hampshire yeoman Deft in an Action &c as recorded at Large at last
Term and now at this appears by Joseph Hawley Esq his Att'y and the said John
by John Worthington Esq and Jonathan Bliss Gent his Attorneys comes and
defends the Force and Injury when &c and saith that the said Ephraim ought
not to have or maintain his said Action against him because he saith
that he the said John before the purchase of the Original Writ aforesaid of the said Ephraim
against him viz on the 12th Day of January 1769 at Ashford aforesaid paid to the said
Ephraim the said Sum of thirty one pounds 0/0/2 and this he is ready to
verify Wherefore he prays judgment if the said Ephraim ought to have
or maintain his said Action against him & judgment for his Costs
And the said Ephraim by his Att'y aforesaid for Replication to the plea above
pleaded by the said John says that by any thing in the said plea alledged he
ought not to be precluded from having his said Action maintained against
him the said John of the matters alledged in the said Writ because he says
that the said John on the 12th Day of January or at any Time before the purchase
of the said Original Writ has not paid him the said Ephraim the Sum
of thirty one pounds 0/0/2 as he in his said plea has aver'd or any penny
thereof and this he prays may be Enquired of by the Country &c Whereupon
Thereupon the Jurors at this time according to the Form &c Object of the
Statutes in this Behalf provided Returned & impannelled being called to the
same come here Who to say the Truth concerning the Premises being duly sworn to
declare upon their Oath that they find for the Deft Cost of Court
It is therefore considered by the Court that the said John recover against the said
Ephraim £ of Lawful money allowed him Cost in defending the
Suit of the said Ephraim; and thereupon &c

Keyes
vs
Moulton

Richard Ellis of Colrain in the County of Hampshire yeoman Pltff vs
Andrew Luther of said Colrain yeoman Deft in a plea of Trespass as at
Large on record of the Last Term And the said parties now by their
Attorneys come here And the Referees to whom this case was referred now Award in these Words viz
We do award that the Line between the Lots aforesaid shall be a Strait Line from
a certain Beech Stake at the North East Corner of the said Lot No 23 to which appears
and was proved to be an Original Boundary from Stake to Stake running

Ellis
vs
Luther

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Ellis
vs
Luckes

standing near y East side of the Town way at the West end of the East Tier of Lotts in said Colrain and near the Center of the Country Road there which will be an East and West Line very near by Matthew Bolton's Compass and that y said Ellis shall recover against y Luckes 12/ for damages occasioned by certain Trespass of y Luckes and also the one half of the whole sum of the Legal Cost incurred by y parties after the Entry of the pltts Action the Cost of Entry not included but Cost of Witnesses summoned to appear at May Court not included / as your Honors shall Tax the same together with one half of the Cost of Reference being £1.16.7½ and that y said Ellis have and receive the Crop of Indian Corn growing on y said Luckes Ground between y Dividing Line aforesd and y Brush or Log Fence North of the same, We also award that y Ellis shall pay & Satisfy y Referees and the several Witnesses summoned by either party their respective legal Fees and that We also Erect & set up within three Months from y said Last Tuesday of August next in y Line by us Established as above between the said Lots forty five Lengths of good five rail Fence all y posts to be Chesnut & all new that is such as have not been set in the Ground over and above his y said Ellis Legal proportion of the divisional Fence between him and the said Luckes and that this shall be a final Issue of all controversies respecting y dividing Line of their said Two Lotts and also respecting damages occasioned by any former Trespasses of the parties or either of them committed or done by reason of their disagreement about y dividing Line of their s Lotts in witness whereof we have hereto set our Hands respectively this 21st Day of July 1769 Therefore it is considered by the Court that the said Ellis recover against the said Luckes 12/ of lawful money and half of y Legal Cost after the Entry which is (with y Court & Reference) Two pounds 2/11½ and that Ellis pay y Referees & Witnesses summoned by both before the Referees and that he make forty five Lengths of five rail Fence in y Line established by y Referees Therefore

Parks
vs
Smith

Elisha Parks of Westfield in y County of Hampshire Gent pltf vs Joel Smith of Springfield in y said County Blacksmith Deft in a plea of the Case as at large on Record of y preceeding Term at The pltf being three times publickly called to come into court is Nonsuit and the Deft otherwise defaulted and y Action dismissed

Remington
vs
Lundon

Seth Remington of Springfield in y County of Hampshire yeoman pltf vs Joel Smith of y same Springfield Blacksmith Deft in a plea of Case as at large on record and now at this time y pltf being three times publickly called to come into Court does not come &c is Nonsuit and y Deft otherwise defaulted and y Action accordingly dismissed

Baxter
vs
Whaples

Simon Baxter of Enfield in y County of Hampshire yeoman pltf vs Jonathan Whaples of Granby in y County of Berkshire yeoman Deft in a plea of the Case as on record of y last Term, The pltf appears by Jona Bliss Gent his Attor and y Deft being three times publickly called makes default of appearance It is therefore considered by y Court that y said Simon Baxter recover against y said Jona Whaples ten pounds of lawful money damages and Cost of Court taxed at two pounds 7/ and thereof &c — Execution is 22d Sept 1769

Rust
vs
Cyer Junior

Aaron Pease of Enfield in y County of Hampshire Trader pltf vs Shubael Cyer Junior of said Enfield yeoman Deft in a plea of the Case as recorded at y last Term The pltf appears by Jona Bliss Gent his Attor and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Aaron recover against y said Shubael Six pounds of lawful money damages Cost of Court taxed at one pound 19/8 Therefore &c — Execution

Luke Bliss of Springfield in the County of Hampshire Gent Administrator of the Estate of Luke Bliss late of said Springfield Gent Decd intestate Pltf vs Thomas Spelman of Granville in said County yeoman Deft in a plea of the Case as on record of y Last Term — The pltf being three times publicly called to come into Court does not come &c Nonsuit and y Deft likewise defaulted and the Action accordingly dismissed

Bliss Admr vs Spelman

William Shaw of Palmer in the County of Hampshire yeoman Pltf vs John Woods of Monson in y same County yeoman Deft in a plea of the Case as recorded at large the last Term, The parties appear and because the Referees to whom this case was referred have not made any award they humbly pray that y Case may be further continued under y same rule until the next Term and it is granted them &c

Shaw vs Woods

Eli Warner of Belchertown in y County of Hampshire an Infant within the Age of twenty one years who Sues by his Guardian Moses Hannum of s Belchertown yeoman Pltf vs Sylvanus How of said Belchertown yeoman Deft in a plea of the Case as on record of the last Term at large The parties come here and the Referees to whom this Case was Submitted now bring in their award in these words viz: We award and determine that y said Eli an Infant within y Age of twenty one years recover by his Guardian Moses Hannum pltf of y s d Sylvanus the Sum of fourteen pounds L M for two years Labour and Service out of which Sum y said Eli by his afores d Guardian has received of y s d Sylvanus y Sum of Seven pounds 10/ in Clothing and that there yet remains unpaid Due to y afores d Eli y Sum of Six pounds M/ together with the Charges of this Arbitration taxed at Eight pounds M/ and also Cost of Court — Therefore it is considered by y Court that y said Eli recover by his Guardian aforesaid against the said Sylvanus y Sum of Six pounds M/ Lawfull money damages and Cost of Court & Reference in y Whole taxed at Ten pounds 10/3 thereof &c no Exceptions Sept r y 6th

Entries at this Term

Warner vs How

William Arms of Deerfield in the County of Hampshire yeoman pltf vs John Hinsdale of said Deerfield yeoman Deft in a plea that y s d John render to y s d said William one Hundred and twenty pounds Lawfull money of our Province of the Massachusetts Bay in New England which to him he owes and from him unjustly detains and whereon y said William says that said John at Springfield on the ninth day of May y 6th d in the eighth year of our Reign by his y said Johns Bond writing under his hand and Seal of that date in Court to be produced shew the Name of John Hinsdale of Deerfield in y County of Hampshire & Province of the Massachusetts Bay in New England Husbandman acknowledged himself holden & to stand firmly bound to y said William shew y Name of William Arms of Deerfield aforesaid Husbandman in y Sum of one Hundred & twenty pounds of y province aforesaid to be paid to said Wm on demand — Yet y said John tho often requested hath never paid or rendred the same to said William or any part thereof but wholly neglects & refuses to do it to y damage of the said William one Hundred and fifty pounds The parties appear by their respective Attornies and humbly pray that this Case may be continued until y next Term and it is granted them

Arms vs Hinsdale No 1

Joshua Venton of Ludley in y County of Worcester yeoman pltf vs Ebenezer Truesdale of Chesterfield in y County of Hampshire yeoman Deft in a plea of the Case for that y said Ebenezer at Springfield on y sixth day of Octo y 6th by his Note of that date for Value rec promised said Joshua to pay him or his order Eight pounds M/ & within twelve months from y Date thereof & unto that

Venton vs Truesdale No 3

The

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Sexton
vs
Truesdale

The pltt appears by Daniel Hitchcock Gent his Attr and y Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by the Court that y said Joshua recover against the said Ebenezer Nine pounds 9/ of lawful mony damages & Cost of Court taxed at two pounds 9/0 Where of he is exon Isst 18th Oct 1769

Allen
vs
Edson
No 4

Elisha Alvord of Northampton in y County of Hampshire yeoman Pltf vs Jonathan Edson of Ashfield in said County yeoman Deft in aplea of y Case for that said Jonathan at said Northampton on y 25th Day of Feb 1768 by his Note of that date for Value rec promised Elisha to pay him or his Order twenty Eight pounds lawful money in neat Cattle on or before y fifth day of Sept then next y Cattle to be appriced by three indifferent Men at Cash price with interest for said Sum from y last day of June then next until paid the same Cattle to be delivered to Elisha in Northampton aforesaid by y same first day of Sept and if y said Jonathan should not deliver y Cattle as fores at y time as fores then to pay the sum in money by y first day of Octo then next with Interest from y last day of June aforesaid &c as in the Writ
The pltt appears by Daniel Hitchcock Gent his Attr y Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by y Court that y said Elisha recover against the said Jonathan twenty nine pounds 19/ 5 of lawful mony damages & Cost of Court taxed at two pounds 2/4 Where of he is exon Isst May 28th 1770

Cox
vs
Kid
No 5

James Cox of Chesterfield in y County of Hampshire yeoman pltf vs Benjamin Kid of said Chesterfield yeoman Deft in aplea of the Case for that y said Benjamin at said Chesterfield on y last day of May last past past being justly indebted to y said James in the sum of three pounds 7/ 0½ by Book to ballance Book Acts for divers Work, Labour & Service before that time there done and performed by y said James for the s Benjamin at his y said Benjamins special instance & Request In Consideration thereof y said Benjamin then & there undertook & faithfully promised to pay him y same on demand yet the said Benjamin tho often requested hath never paid y same or any part thereof But unjustly neglects it to y Damage of y s James six pounds
The said James & said Benjamin now come here in their proper person and refer this Case with all other Controversies & Demands subsisting between them to y final determination and award of Samuel Mather Esq Timothy Dwight Jun Esq & Ephraim Wright Gent all of Northampton or any two of them Arbitraters mutually Elected by y said parties to be made upon the premises and returned into this Court so soon as may be And y said parties have a day before y Lord y King here until the second Tuesday of Nov next

Dwight
vs
Chapin
No

Timothy Dwight Jun of Northampton in y County of Hampshire Esq pltf vs Nathan Chapin of Ashfield in s County yeoman Deft in aplea of y Case for that said Nathan at s Northampton on y 7th Day of Dec 1769 by his Note of that date for Value rec promised said Timothy to pay him Nine pounds 15/ 3 lawful mony on demand with Interest &c as in y Writ
The pltf appears by Daniel Hitchcock Gent his Attr and y Deft being three times publickly called makes default of appearance in Court
&c Therefore considered by y Court that y said Timothy recover against the said Nathan ten pounds 3/9 of lawful mony damages and Cost of Court taxed at two pounds 1/10 Where of &c exon Isst 24th Oct 1771

Elisha Alvord of Northampton in y County of Hampshire Shopkeeper pltff
Nathan Chapin of Ashfield in said County yeoman Deft in a plea of y Case
for that said Nathan at s Northampton on y first day of November y[e] 76
by his Note of that date for Value rec[d] promised said Elisha to pay him
or his order Seven pounds lawfull mony on demand with Interest &c as in Writ
The pltff appears by Daniel Hitchcock Gent his Att[y] and y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Elisha recover against
the said Nathan Seven pounds 17/6 of Lawfull mony damages & Cost
of Court taxed at two pounds 1/10 & thereof &c — Execution is 24th Feby 1770

Alvord
vt
Chapin
Ag[t]
in

Daniel Hitchcock of Northampton in y County of Hampshire Gent pltff
Nathan Chapin of Ashfield in y said County yeoman Deft in a plea
of the Case for that said Nathan at s Northampton on y 13th Day of
Decr 1760 by his Note of that date for Value rec[d] promised s Daniel
to pay him or his order two pounds & 8 on demand with Interest &c
The pltff appears in his proper person & Deft being three times
publickly called makes default of appearance in Court — Therefore
it is considered by y Court that y said Daniel recover against y[e] s
Nathan two pounds 6/11½ of Lawfull mony damages & Cost of Court taxed
at two pounds 1/10 and thereof &c — Execution is 24th Feby 1770

Hitchcock
vt
Lundem
Ag[t]

Joseph Morgan of Springfield in y County of Hampshire Inn keeper
pltff vs Jonathan Oaks of Conway in y County aforesd yeoman Deft in a
plea of the Case for that y said Jonathan at said Springfield on y 31st Day
of March 1760 by his note of that date for Value rec[d] promised y said
Joseph to pay him two pounds 13/6 in Cornby the 20th Day of May
then next to be delivered at Elias Lymans House &c as in the Writ
The pltff appears by Daniel Hitchcock Gent his Att[y] and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Joseph recover against the said Jonathan the sum of
two pounds 13/6 of Lawfull mony damages and Cost of Court taxed at
one pound 18/ and thereof &c — Execution is 7th March 1770

Morgan
vt
Oaks
Ag[t]

Timothy Dwight Esqr of Northampton in y County of Hampshire Esq
pltff vs Joseph Hubbard of Hadley in y same County Gent Deft in a plea
of the Case for that said Joseph at s Northampton on y 2d day of August
1769 by his Note of that date for Value rec[d] promised y s[d] Timothy to pay
him six pounds 6/8 on demand with Interest &c as in the Writ
The pltff appears by Daniel Hitchcock Gent his Att[y] and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Tim[o] recover against y[e]
said Joseph four pounds 12/2¼ of lawfull mony damages and Cost of
Court taxed at one pound 19/2 thereof &c —

Dwight Esq
vt
Hubbard
10

John Wood of Southampton in y County of Hampshire Blacksmith pltff vs Judah
Palmer Junr of Westfield in y same County yeoman Deft in a plea of y Case for that
said Judah at s Southampton on y last day of July last being indebted to s John in
y Sum of Six pounds 19/ for sundry Articles of Book Acct according to Acct annexed to
Writ in Consideration thereof s Judah promised said John to pay him y same on demand
And also for that s John at s Southampton on y same day aforesd being indebted to
said John in y Sum of four pounds 11/3 for two Barrels of Salt now in consideration
thereof said Judah promised s John to pay him y same on demand &c Also for
that s Judah at Southampton aforesd the same day aforesd being indebted to said John in another Sum of
three pounds 6/ for so much money by y same Judah to the use of s[d] John by said
Judah in Consideration thereof promised s John to pay him y same on demand &c
The said John being three times publickly called to come into Court & prosecute
his Action is Nonsuit and y Deft likewise defaulted & Distress decreed

Wood
vt
Palmer
12

Lib

Wood
vt
Palmer
13

John Wood of Southampton in y County of Hampshire Blacksmith Plt vs Judah Palmer of Westfield in said County yeoman Deft in a plea of y Case for that whereas at said Southampton on y 20th day of Octo 1760 the s.d Judah & John accounted together concerning divers sums of Money and upon such Acct stated the s.d Judah was found in Arrear to y said John in y Sum of £3.8.0 lawful money and being so found in Arrear said Judah promised said John to pay him y same on demand &c as in the Writ, The plt being now three times publickly called to come into Court & prosecute his said Action does not come but is Nonsuit & Deft likewise defaulted & Action dismissed

Clark
vt
Sylvester
14

Gideon Clark of Northampton in y County of Hampshire Cordwainer plt vs Seth Sylvester of Chesterfield in said County yeoman Deft in a plea of y Case for that s.d Seth at said Northampton on y first day of June 1760 by his Note of that date for Value rec promised y.d Gideon to pay him or his order three pounds Lawful money on or before y first day of March then next with Interest from said first day of March till paid &c as in y Writ

The plt appears by Daniel Hitchcock Gent his Attr and y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said Gideon recover against the said Seth three pounds 1/9 of lawful money damages Cost of Court taxed at two pounds 0/8 3 thereof &c — Execon if not paid Nov 17 60

Williston
vt
Phelps
15

Consider Williston of Suffield in y County of Hampshire Sadler plt vs Jonathan Phelps of Northampton in y same County yeoman Deft in a plea of the Case for that said Jon.a at said Northampton on y last day of July last past being justly indebted to y said Consider in y Sum of six pounds 10/ for sixty pounds of Feathers before that Time sold by s.d Consider to said Jon.a at said Jon.a special instance and request, in Consideration thereof said Jonathan to said Consider promised to pay him y same on demand &c as in the Writ &c The plt appears by Daniel Hitchcock Gent his Attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Consider recover against the said Jonathan Six pounds 10/ lawful money damages and Cost of Court taxed at one pound 11/8 3 thereof &c

Execon is.d 20th Septr 60

Hare
vt
Jones
16

Samuel Hare of Westfield in y County of Hampshire yeoman Plt vs John Jones of said Westfield yeoman Deft in a plea of the Case for that y said John Jones at said Westfield on y last day of August last past was infected with and laboured under an Odious infectious contagious & Dangerous Disease commonly called the Yaws & all which y said John was then well knowing and y said John being so infected as aforesaid did then and there [illegible] with force and Arms assault one Joseph Campbell a minor then of the Age of Nineteen years then and ever since an apprentice and Servant of the said Samuel the said John and y said Joseph then & there being both naked in Bed together, and the said John then & there with force and Arms as aforesaid attempted to commit the Venereal Sodomitical Act with y same Joseph and to have carnal knowledge of his Body without his Consent and against his will And by attempting to enter y Body of y said Joseph and so to commit y Venereal and Sodomitical Act aforesaid the said John then and there communicated to y same Joseph y Odious Infectious & dangerous Disease aforesaid and y said Joseph was thereby grievously infected with the same Disease from y said Last day of August until the first day of May last past whereby y Plt wholly lost the Service and

La[illegible]

Labour of his said apprentice and Servant and of Advantage thereof 419
and was put to great Expence & Charge vizt to more than ye Sum of Ten
pounds to support his said apprentice and for Physicians to care for Hare
attend and attempt ye Cure of his said apprentice & Servant & nursing vs
and Medicines for him from ye said Last Day of August to ye first Jones
day of May which doing of the said John Jones is to ye Damage of y^e
said Samuel the Sum of Thirty pounds

The pl^tff appears by John Worthington Esq and his Att^y and forasmuch
as it hath been made to appear to ye Court that ye said John Jones is now
out of the province it is ordered by ye said Court that ye Case be con
tinued and ye parties have further day &c)

Elijah Smith of Belchertown in ye County of Hampshire Gent^n Smith
pl^tff vs Nathaniel Kellogg of Hadley in ye same County Gent^n Deft vs
in a plea of Covenant broken Whereon ye said Elijah says that at Kellogg
Springfield on ye twenty eighth day of June in ye thirtieth year of our 17
late Royall Grand Father King George ye second the said Nathaniel
made Sealed and Delivered to ye said Elijah his ye said Nathaniels Deed
Poll ye date whereof is ye Day and Year last abovementioned by which
Deed in Court to be produced it is Witnessed that ye said Nathaniel
for and in Consideration of the Sum of Ten pounds L^ful money
to ye said Nathaniel paid in hand before ye Ensealing thereof by
the said Elijah Smith ye Receipt whereof ye said Nathaniel did thereby
acknowledge & himself therewith fully satisfied & Contented and
thereof and of every part and parcel thereof did Exonerate acquit &
Discharge him the said Elijah Smith his Heirs Execrs & Admrs forever
did freely fully and Absolutely Give, Grant, Bargain, Sell, Alien
convey and Confirm unto him the said Elijah Smith his Heirs and
Assigns forever a peice of Bog Meadow Land lying within ye Bounds of
South Hadley District bounded on Land of Joseph Smith West on y^e
Town Line East North and South on undivided Land in length Eighty rods
in Breadth fifteen rods and an half in Quantity seven Acres three
Quarters to have and to hold ye said granted and bargained premises with
all ye Appurtenances, Priveledges and Commodities to ye same belonging
or in any wise appertaining to him ye said Elijah Smith his Heirs &
Assigns forever to his & their only proper use Benefit & Behoof forever
And ye said Nathaniel for himself his Heirs Executors and Administrators
did covenant promise and grant to and with ye said Elijah Smith his
Heirs and Assigns that before ye Ensealing thereof he ye said Nathaniel
was ye true Sole & Lawful Owner of the above bargained premises and was
Lawfully seized & possessed of the same in his own proper right as a
good, perfect and Absolute Estate of Inheritance in the simple and had
in himself good Right full power and Lawful Authority to Grant
Bargain, Sell, convey, & Confirm said bargained premises in manner
as aforesaid and that he ye said Elijah Smith his Heirs & Assigns should
and might from time to time and at all times forever thereafter
by force and Virtue of said Deed Lawfully peaceably & quietly have
hold, use, occupy, possess and Enjoy the said demised & bargained premises
with the appurtenances free & Clear & freely and clearly acquitted Exone
rated & Discharged of & from all and all manner of former or other Gifts
Grants, Bargains, Sales, Leases, Mortgages, Wills, Entails Joinctures
Dowries

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Smith
vs
Kellogg

Dowries, Judgments, Executions or Incumbrances of What Name or Nature soever that might in any Measure or degree obstruct or make Void sd Deed, And furthermore the said Nathaniel for himself his Heirs Excrs & Admrs did covenant and Engage the above demised Premises to him the said Elijah Smith his Heirs and Assigns against ye Lawful Claims or demands of any person or persons whatsoever for ever thereafter to warrant Secure & Defend and the said Elijah further avers & declares that at ye time of ye Ensealing & delivering of the same Deed the sd Nathaniel was not ye true Sole and Lawful owner of the said Land & premises & that he was not Lawfully seized and possessed of ye same in his own proper right as a good perfect & Absolute Estate of Inheritance in Fee Simple and that said Nathaniel ther had not in himself any right Power or Authority to grant, Bargain, sell, convey or confirm ye same in manner as aforesd or in any manner whatsoever, and that ye said Elijah never could at any Time by Virtue of said Deed Lawfully peaceably & quietly have hold use, occupy, possess or Injoy ye said Bargained premises with the appurtenances free, and Clear and freely and clearly acquitted exonerated & Discharged of and from all all Manner of former or other Gifts Grants Bargains Sales Leases Mortgages Wills Intails Joinctures Dowries Judgments Executions or Incumbrances that might in any Measure or degree obstruct the passing of the premises to ye said Elijah or make void the said deed and so ye Nathaniel his said Covenant & not kept ye same To ye Damage of ye said Elijah Thirty pounds

The ptt appears by John Worthington Esq his Att and ye Deft comes into Court and pray for a Continuance until ye next Term & it is granted him

---

Wright
vs
Chapin
1d

Caleb Wright yeoman and Elisha Wright yeoman both of Springfield in ye County of Hampshire ptts vs William Chapin of sd Springfield yeoman Deft in a plea of Entry wherein they demand against the said William forty Acres of Land Lying in the Neck of Land so called on ye North side of Chicopee River about three quarters of a mile below ye plantation on said River called Squaumenganuck twenty two Acres & twenty eight rods part of which forty Acres bounds as follows viz: beginning at a plain six rods and half from a White Oak Stub ye North East corner of the ptts Land there formerly laid out to Abel Wright & Thomas Noble thence running West 8 Degrs South forty rods thence West 7 Degrs 30 mts North six rods thence West 10 Degrs So Rods thence West 22 & 24 Rods thence West 34 Degrs So 42 Rods thence East 15 degrs 30 mts So 102 Rods to ye Fence near the foot of ye second Hill thence by sd Hill 55 Rods to ye first station And ye residue of ye said forty Acres lies on ye Southerly side of and adjoining to ye said twenty two Acres 22 Rods & Bounds East & West on Hills Northerly on sd 22 Acres 22 Rods & Extends so far as to make forty Acres in ye Whole with ye Appurtenances &c as in the Writ

The ptts being three times publickly called to come into Court and prosecute their Action are Nonsuit & ye Deft likewise defaulted and ye Action accordingly dismissed

Eastman
vs
Killyer
1d

William Eastman of Granby in ye County of Hampshire yeoman ptt vs Timothy Killyer of South Hadley in sd County yeoman Deft in a plea of ye Case for that said Timo at said Granby on ye 20th day of Feby 1768 by his Note of that date for Value Rec promised said Willm to pay him four pounds L M Lawful money on demand with Interest &c as in ye Writ — The ptt appears by Simeon Strong his Att and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye sd Willm recover against ye sd Timo four pounds L M Lawful money damages & Cost of Court taxed at one pound 14/8 thereof &c. Leave is 24th Novr 1768

Philip Freeman Junr of Boston in ye County of Suffolk Merchant pl^tf^ vs Ebenezer Burt of Springfield in ye County of Hampshire yeoman Deft in aplea of ye Case for that said Ebenezer at said Springfield on ye twenty third day of December 1766 by his note of that date for Value rec^d^ promised said Philip to pay him or his order twenty pounds L/M lawful money within three monthes from ye Date of said Note with Interest after ye End of said three monthes till paid &c as in the Writ — The pl^tf^ appears by Simeon Strong Esqr his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Philip recover against ye said Ebenezer twenty four pounds & five pence of lawful money damages and Cost of Court taxed at two pounds 10/ and thereof he may have his Execution — &c ss. 30th June 1770

Philip Freeman Junr vs Ebenezer Burt — 4 2 — 20

Mary Smith of Hatfield in ye County of Hampshire Widow pl^tf^ vs Joseph Washburn of New Braintree District in ye County of Worcester yeoman Deft in aplea of ye Case for that said Joseph at said Hatfield on ye fifteenth day of Octr 1769 by his Note of that date for Value rec^d^ promised ye said Mary to pay her or her order Seven pounds lawful mony on demand with Interest &c as in ye Writ The pl^tf^ appears by Simeon Strong Esqr her Att^y^ and the Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Mary recover against the said Joseph Seven pounds L/M of lawful mony damages and Cost of Court taxed at one pound 19/ and thereof &c

Mary Smith vs Washburn — 7

Israel Clark of Granby in ye County of Hampshire yeoman pl^tf^ vs William Negus of said Granby yeoman Deft in aplea of the Case for that s^d^ William at Springfield on the fourth day of July 1766 by his Note of that date for Value rec^d^ promised s^d^ Israel to pay him twelve pounds L/M lawful money on demand with lawful Interest till paid &c as in the Writ

The pl^tf^ appears by Simeon Strong ~~Esqr~~ his Att^y^ and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that ye said Israel recover against the s^d^ William four pounds 15/5 lawful mony damages & Cost of Court taxed at one pound 11/9 & thereof &c

Israel Clark vs William Negus — 4 12

Execution is 7th Octo 1769

Cornelius Jones of aplace called Myrifield in ye County of Hampshire Gent^n^ pl^tf^ vs John Stillman of Sandisfield in ye County of Berkshire Gent^n^ Deft in aplea of the Case for that said John at Springfield on ye second day of Novr 1768 by his Note of that date for Value rec^d^ promised said Cornelius to pay him or his order Eleven pounds L/M lawful money by ye second day of May then next with Interest till paid &c as in the Writ — The pl^tf^ appears by Simeon Strong ~~Esqr~~ his Att^y^ and ye Deft being three times publickly called makes default of appearance in Court, His therefore considered by ye Court that ye said Cornelius recover against the said John Eight pounds 12/11½ of lawful mony damages & Cost of Court taxed at two pounds 8/10 & thereof &c

Execution is 19th Octo 1769

Cornelius Jones vs John Stillman — 24

Israel Williams of Hatfield in ye County of Hampshire Esqr & Moses Graves of Pittsfield in ye County of Berkshire Gent^n^ pl^tf^ vs Mary Smith of Hatfield in ye County of Hampshire widow & Relict of Samuel Smith late of said Hatfield Gent^n^ Dec^d^ intestate and Administratrix of all ye Goods Chattels Rights and Credits of said Samuel Deft in aplea of the Case for that ye said Samuel in his Lifetime to wit on ye Last day of Decr A.D. 1767 owed ye said Israel and Moses the sum of twenty six pounds 12/ in money of the Old Tenor then current within our province of ye Massachusetts Bay in New England which the said Israel and Moses say was in Value Equal in ~~Value~~ to ye Sum of six pounds 2/10 of the now lawful money of our Province

Israel Williams Esqr & al vs Mary Smiths Adm^x^ — 25

422

Williams Adm^r
Attc vs
Smiths Adm^r

Province &c to ballance Book Acts and Rum and there to wit at Hatfield on the same last day of December aforesaid in Consideration thereof promised said Israel and Moses to pay them the same on demand with the Lawful Interest thereof till paid, Also for that said Samuel late of Hatfield on the last day of May Anno Dom 1761 being then alive owed the said Israel and Moses the Sum of one Hundred and thirty pounds lawful money for sundry other Articles of Book Acts & Rum & there in Consideration thereof promised said Israel & Moses to pay them the same on demand yet said Samuel tho often requested never paid said Sums or either of them or any part thereof in his Life time nor hath the said Mary tho often thereto requested ever paid s^d Sums or Interest or either of them or any part thereof since said Samuels Death but wholly neglects and refuses to do it To the Damage of the said Israel and Moses the Sum of one Hundred and forty pounds &c

The ptfs appear by Simeon Strong Esqr their Attr and the said Mary by Joseph Hawley Esq her Attr comes and defends the force & Injury When & and says as to the Interest mentioned in the first Act contained in this Writ and as to the Sum of one Hundred & thirty pounds mentioned in the second Count in this Writ the said Samuel never assumed on him self or promised the said Israel & Moses to pay them the same or any part thereof and thereof puts herself on the Country, — And as to the Sum of twenty six pounds 12/ of Money of the old Tenor in the first count mentioned the said Mary says that the said Israel and Moses ought not to have this their Action maintained against her because she saith that the said Samuel at the Time of his death did not owe to the s^d Israel & Moses the said Sum of twenty six pounds 12/ or any part thereof in manner and form as in the said first Count is alledged and of this she puts herself on the Country — And the s^d Israel and Moses by their Attorney aforesaid reserving Liberty to waive this demurrer on Trial of the appeal and join Issues to the said matters contained in the several pleas above pleaded are insufficient in Law to oblidge the ptfs to answer thereto to which pleas and the matters therein contained the ptfs are under no Necessity nor holden by Law of the Land to answer and this they are ready to verify wherefore they pray Judgment for their damages &c And the said Mary says her pleas are sufficient

Thereupon the premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court of the Lord the King that the pleas aforesaid of the said Mary and the Matters therein contained are sufficient in Law to preclud the said Israel and Moses from having their aforesaid Action maintained against the s^d Mary Therefore it is considered by the Court that the said Israel and Moses by their plea aforesaid have nothing &c It is also considered that the s^d Mary do recover against the said Israel and Moses the Sum of of lawful money allowed her with her Costs for her Cost in defending the Suit of the said Moses & Israel

The said Israel and Moses by Simeon Strong Esqr their aforesaid Attorney appeal from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Ensuing And have recognized with Sureties as the Law directs for the s^d Israel & Moses prosecuting the appeal with Effect as by the s^d Recognizance as on file it appears

Israel Williams of Hatfield in y County of Hampshire Esquire pltff
Mary Smith of said Hatfield Widow and Relict of Samuel Smith late of
Hatfield aforesaid Gentn Dec'd intestate & Administratrix of all y Goods
Chattels, Rights and Credits of said Samuel Deft in a plea of y Case
for that y said Samuel in his life Time to wit at s'd Hatfield on y
Last day of December Anno Dom 1761 owed the said Israel y Sum of two
pounds 1/5 lawful money for sundry Articles of Book Debt & then
and there in consideration thereof promised said Israel to pay him
the same Sum on demand with y lawful interest for y same till
paid; Also for that said Samuel at said Hatfield on y last day of
May Anno Dom 1762 owed y said Israel y Sum of three pounds 10/ 5
lawful money for divers other Articles of Book Account and then
there (being then alive) promised said Israel to pay him y last said
Sum on demand, Yet said Samuel tho often requested never paid s'd
Sum or Interest or either of them or any part thereof nor hath said
Mary ever paid said Sums or Interest or either of them or any part
thereof since said Samuels Death tho often requested but wholly neglects
and refuses to do it To y Damage of y said Israel Ten pounds
The said parties come here and humbly pray that this case may be
Continued until the next Term and it is granted them and y s'd parties
have a further day here in this Court until y second Tuesday of Nov'r
next Ensuing

42B
Williams
ag't
Smith Adm'x
20

Benjamin Bitting of Betchertown in y County of Hampshire Husbandman
pltff Elijah Alvord of Southfield in said County yeoman Deft in a plea
that y said Elijah render to said Benjamin fourteen pounds 1/5 lawful
money which to him he owes & from him unjustly detains & whereon
said Benjamin says that at our Inferiour Court holden at Springfield
on y last Tuesday of August in y third year of our Reign s'd Benjamin
recovered against y said Elijah y Sum of thirty four pounds 16/5 lawful
money which sum was adjudged to s'd Benjamin as well for his damages
as also for his Expences laid out by him about his Suit whereof he is
convict as by y Record thereof does appear whith judgment is now in
full force and the s'd Benjamin has since sued out three Writs of Execu
on y same Judgment & tho twenty pounds 15/ lawful money has been
Levyed and paid to s'd Benjamin yet y said Sum of fourteen pounds
1/5 yet remains unsatisfied &c as in y Writ
The pltff appears by Simeon Strong Esq'r his Att'y and y Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by y Court that y said Benjamin do recover
against y said Elijah the Sum of Thirteen pounds 2/7 of lawful
money damages and Cost of Court taxed one pound 7/7 Thereof
Execution is Aug't 15th 1770

Billing
vs
Alvord
27

John Field of Amherst in y County of Hampshire Gentn pltff vs Joseph Cook of
Cambridge in y County of Middlesex Turner Deft in a plea of y Case for that s'd Joseph
at Springfield on y 8th Day of Feb'y 1769 owed said John y Sum of two pounds
9/ lawful money for two Deer Skins by said John to s'd Joseph before y time
sold according to y Act annexed to y Writ in Consideration thereof s'd Joseph
promised said John to pay him the same on demand, And also for
that said John at y Request of y said Joseph before y s'd 14th day of
Feb'y sold said Joseph two other Deer Skins of y Value of two pounds & the s'd
Joseph in Consideration thereof promised said John to pay him y Value of two
pounds 9/ in good Sole Leather at s'd Joseph's dwelling House whenever y same should
The pltff appears by Simeon Strong Esq'r his Att'y and y Deft being three times pub
lickly called makes default of appearance — It is therefore considered by y Court that
y s'd John recover against y s'd Joseph two pounds 9/ of lawful money damages & Cost of
Court taxed at two pound 9/ Thereof &c — Execution 17th Oct'o 1769

Field
ag't
Cook
2 D

1/24

Bolwood vt Lawrence 2d

Solomon Boltwood of Amherst in y County of Hampshire yeoman pltf vs Josiah Lawrence of a new Township called Williamsburgh yeoman and William Stevens of Pittsfield, yeoman both in the County of Berkshire Defts in a plea of the Case for that said Josiah & William at Amherst on y 28th Day of October y 66 by their note of that date for Value rec promised said Solomon to pay him or y order at y Pot Ash Works in s Williamsburgh one Ton of good Merchantable Pot Ash with y Casks of y Value of forty pounds on or before y first day of Oct then next &c Also for that s Josiah and William at s Amherst on y same 28th Day of Oct y 66 by their other note for Value rec promised said Solomon to pay & deliver to him at y same Potash Works another Ton of good Potash with Casks containing the same of y Value of Forty pounds on or before y first day of October then to be in y year y 66 &c as in the Writ The pltf appears by Simeon Strong Esq his Attr & y Defts being three times publickly called make default of appearance in Court It is therefore considered by y Court that y said Solomon do recover against y s Josiah and William fifty two pounds of lawfull money damages and Cost of Court taxed at two pounds 4/ and therefore

Kellogg vt Willard 30

Martin Kellogg of Amherst in y County of Hampshire yeoman pltf vs Aaron Willard of Brookfield in y County of Worcester yeoman Deft in a plea of the Case for that said Aaron at said Amherst on y fifth day of April A D 1769 by his Note of that date for Value rec promised s Martin to pay him or his order seven pounds 6/8 within two months from y Date of said note with Interest &c as in the Writ The pltf appears by Simeon Strong Esq his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Martin recover against y said Aaron three pounds 9/11 3/4 of lawful money damages Cost of Court taxed at one pound 19/10 therefore

Execon issd 20th Septr 1769

Williams Esq & vt Strickland 31

Israel Williams of Hatfield in y County of Hampshire Esq and Moses Graves of Pittsfield in y County of Berkshire Gentn Partners & joint dealers in Trade pltfs vs John Strickland lately of Hadley in y County of Hampshire yeoman Deft in a plea of the Case for that said John at said Hatfield on y last day of December A D 1765, owed y s Israel & Moses the sum of thirteen pounds 3/6 of money of y Old Tenor then Current within our province of y Massachusetts Bay in New England which y said Israel & Moses say is in Value Equal to three pounds 1/7 of y New Lawful money of our said province to ballance Book Accounts & then and there in Consideration thereof promised said Israel & Moses to pay them y same on demand with y Lawful Interest for the same till paid, Also for that said John at said Hadley on the last day of June last past owed y said Israel and Moses the sum of thirty two pounds Lawful money for sundry Articles of Book Account and then and there in Consideration thereof promised said Israel and Moses to pay them y same on demand & yet said John tho often requested hath never paid the said Sums or Interest or either of them or any part thereof But neglects it to the damage of the said Israel and Moses as they say y sum of forty pounds The parties appear by their respective Counsel viz the pltfs by Simeon Strong Esq Attr and y Deft by Joseph Hawley Esq and move that y case may be continued until y next Term & it is granted therr and y s parties have a further Day &c until y second Tuesday of November next Ensuing

Samuel Wite of Westmorland in ye Province of New Hampshire yeoman pltf vs Aaron Burt of Northfield in ye County of Hampshire yeoman Deft
In aplea of the Case for that said Aaron at Northfield aforesd on ye third day of May 1765 by his Note of that date for Value rec'd promised s'd Samuel to pay him or thirteen pounds 13/0 lawful mony by ye first day of May 1766 with Interest till paid &c as in the Writ — The pltf appears by Daniel Jones Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Samuel recover against ye said Aaron fifteen pounds 15/0 of lawful money damages and Cost of Court taxed at two pounds 18/0 and thereof &c — — — — — — Excon is 11th Sept 1765

425
Wite
vs
Burt
31

Jonathan Farr ye second of Chesterfield in ye province of New Hampshire yeoman pltf vs Jonathan Meacham of Williamstown in ye County of Berkshire yeoman Deft in aplea of ye Case for that said Meacham at Springfield aforesd on ye fifteenth day of June 1765 by his Note of that date for Value rec'd promised said Farr to pay him or his order twenty pounds ye/ lawful mony on demand with Interest &c as in ye Writ
The pltf appears by Daniel Jones Esq his Attorney & ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Farr do recover against the said Meacham twenty pounds 11/5 1/4 of lawful money damages and Cost of Court taxed at two pounds 18/0 and thereof &c
Excon is 11th Sept 1765

Farr
vs
Meacham
33

Elijah Wells of Hinsdale in ye province of New Hampshire yeoman pltf vs Whitman Welch of Williamstown in ye County of Berkshire Clerk Deft. in aplea of the Case for that said Whitman at Springfield on ye 14th Day of Octo 1765 by his Note of that date for Value rec'd promised one Jonathan Jones to pay him or order fourteen pounds lawful mony by ye first day of February next Ensuing ye Date of said Note with Interest &c & Afterwards viz. on ye last day of Jany last no part of said Note being paid s'd Jon'a by his Endorsment ordered ye payment of ye Contents of said Note then wholly due to be made to ye pltf of all which said Whitman instantly had Notice and so became liable to pay ye same to ye pltf & being so liable then & there said Whitman promised s'd Elijah to pay him ye same according to ye Tenor of said Note &c as in ye Writ — The pltf appears by Daniel Jones Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Elijah do recover against ye said Whitman fourteen pounds 11/10 of lawful money damages and Cost of Court taxed at two pounds 15/0 thereof &c
Exon is 11th September 1765

Welch
vs
Welch
34

Samuel Winslow of Chesterfield in the province of New Hampshire yeoman pltf vs Isaac Ball and Isaac Ball Junr both of Warwick in the County of Hampshire yeomen Defts in a plea of the Case for that ye said Isaac Ball and Isaac Ball Junr at Warwick aforesd on ye 25th day of May 1765 by their Joint Note of that date for Value rec'd promised said Samuel to pay him or order five pounds fourteen shillings lawful mony on demand with Interest for the same till paid &c as in ye Writ
The pltf appears by Daniel Jones Esquire his Attorney and the Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Samuel do recover against the said Isaac Ball and Isaac Ball Junr five pounds 15/0 of lawful mony damages and Cost of Court taxed at two pounds 15/0 thereof &c
Exon is 11th Sept 1765

Winslow
vs
Ball &c
35

426

Henry & Taylor — 3£

Josiah Henry of South Hadley in y County of Hampshire yeoman and Elizabeth Henry of said South Hadley Spinstr Executors of y Last Will and Testament of James Henry late of said South Hadley Decd pltts vs Reuben Taylor of South Hadley yeoman Deft in a plea of the Case for that said Reuben at South Hadley aforesaid on y 11th Day of March 1767 by his Note of that date for Value rec promised said James then living to pay him two pounds lawful mony on demand with Interest &c as in the Writ The pltt appears by Elisha Porter Gent his Attr and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Josiah & Elizabeth in their Capacity aforesaid recover against y said Reuben three pounds 3/ of lawful mony damages and Cost of Court taxed at one pound 11/10 thereof Execon is 21st Sept 1767

Warner & Gould — 3/

Jonathan Warner of Hadley in y County of Hampshire Trader pltt vs Samuel Gould late of Sunderland in said County yeoman Deft in a plea of the Case for that said Samuel at s Hadley on y 4th Day of June 1767 by his Note of that date for Value rec promised s Jonathan to pay him three pounds 12/11 within one year &c as in the Writ The pltt appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Jonathan recover against the said Samuel three pounds 12/11 of lawful mony damages and Cost of Court taxed at one pound 19/2 thereof Execon is 21st Sept 1767

Idam & Rugg — 3£

Jonathan Warner of Hadley in y County of Hampshire Trader pltt vs John Rugg of South Hadley in said County yeoman Deft in a plea of the Case for that said John at s Hadley on y 30th Day of August last past by his Note of that date for Value rec promised said Jonathan to pay him five pounds 13/9 ¼ of lawful mony on demand with Interest &c as in the Writ The pltt appears by Elisha Porter Gent his Attr and the Deft being three times publickly called makes default of appearance in Court This is therefore considered by y Court that y said Jonathan recover against y said John four pounds 13/9 ¼ of lawful money damages and Cost of Court taxed at one pound 16/6 and thereof &c Execon is 21st Sept 1767

Mem: This Judgment was entered up by error for 20/ in damages more than was due by the Writ & is accordingly & that there is a Writ of Error on the Docket & that the same was to be stricken

Burr & Morgan — 3£

Timothy Burr of Granby in s County of Hampshire yeoman pltt vs Titus Morgan of Springfield in y County aforesd yeoman Deft in a plea of the Case for that s Titus at said Granby on y 29th Day of August last by his Note of that date for Value rec promised s Timothy to pay him nine pounds 13/9 3/4 on demand with Interest &c as in y Writ The pltt appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court This is therefore considered by y Court that y said Timothy recover against y said Titus nine pounds 13/5 of lawful money damages and Cost of Court taxed at one pound 16/6 thereof &c Execon is 27th March 1769

Porter by Scott — 1£ 10

Eleazer Porter of Hadley in y County of Hampshire Esq pltt vs Moses Scott late of Bernardston in s County yeoman Deft in a plea that y s Moses under his hand & seal at Hadley aforesaid on y 31st Day of July 1762 by his Bond of y same date bound himself to y s Eleazer in the sum of thirty pounds to be paid him on demand &c as in the Writ of y pltt's Case. Whereon s Eleazer says that y said Moses at said Hadley on y 31st Day of July 1762 by his Bond of y same date bound himself to y s Eleazer in the sum of thirty pounds to be paid him on demand &c as in the Writ The pltt appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y s Eleazer recover against y s Moses his damages and Cost of Court taxed at £2 2 thereof &c Execon is 27th March 1769

Jonathan Warner of Hadley in y County of Hampshire Trader ptf by Robt Worth of Hardwick in y County of Worcester yeoman Deft in aplea of the Case for that y said Robert at said Hadley on y first day of August Currant being justly indebted to y said Jonathan in y Sum of two pounds 13/1 lawful money to Ballance Book Acct annexed to y Writ and in consideration thereof promised said Jonathan to pay him y same on demand &c as in the Writ

The ptf appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court, His therefore considered by y Court that y said Jonathan do recover against the said Robert two pounds 13/1 of lawful money damages and Cost of Court taxed at one pound 19/1 and there of &c

Exon is d 21st Septr 1765

427

Warner
vt
Worth

4:1

Jonathan Warner of Hadley in y County of Hampshire Trader ptf vs Elisha Church of Haddwich in y County of Worcester yeoman Deft in aplea of y Case for that y said Elisha at Hadley on y 27th Day of July 1765 by his Note of that date for Value rec promised said Jonathan to pay him one pound 2/1 lawful in one month with Interest &c Also for that said Elisha at Hadley on y same day aforesd by his other note of y same date for Value rec promised said Jonathan to pay him one other Sum of one pound lawful money within one Month from y Date of said Note with Interest &c as in the Writ

The ptf appears by Elisha Porter Gent his Attr and the Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y said Jonathan recover against y said Elisha the deft two pounds 7/4½ of lawful mony damages and Cost of Court taxed at one pound 19/1, and there of &c

Exon is d 21st Septr 1765

Adam
vt
Church

1:2

Jonathan Warner of Hadley in y County of Hampshire Trader ptf vs Joseph Mitchel of Ashfield in y County aforesaid yeoman Deft in aplea of y Case for that said Joseph at Hadley on y 20th Day of June 1760 by his Note of that date for Value rec promised said Jonathan to pay him the Sum of four pounds 12/6 lawful money by y twentieth day of Octo ther next with Interest ~~for~~ thereof till paid &c as in the Writ

The ptf appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y said Jonathan do recover against y said Joseph four pounds 19/1½, of lawful mony damages and Cost of Court taxed at two pounds 1/6 and there of &c

Exon is d 21st Septr 1765

Adam
vt
Mitchel

1:3

Jonathan Warner of Hadley in y County of Hampshire Trader ptf vs Eleazer Burt yeoman Elijah Lyman yeoman & Selah Wright yeoman all of Northampton in s d County Defts in aplea of y Case for that s d Elijah Eleazer and Selah at Northampton aforesd on y 15th Day of April 1765 by their Note of that date for Value rec promised s d Jona to pay him nine pounds lawful mony by y 15th Day of April 1766 with Interest after y s d 15th day of April last mentioned till paid &c as in y Writ & The ptf appears by Elisha Porter Gent his Attr and y Defts being three times publickly called make default of appearance in Court & Therefore it is considered by the Court that y said Jonathan recover against y s d Elijah Eleazer & Selah three pounds 11/03/4 lawful mony damages & Cost of Court taxed at 2/04/4 & there of &c

Exon is d 21st Septr 1765

Adam
vt
Burt &c

1:4

Seth Murra
Downing Wa
at Springfie
le d previous
years from

The ptf a
times pu
considered
after pro
pound 10

of Hatfield in y County of Hampshire yeoman ptf vs
of s d Hatfield yeoman in aplea of y Case for that s d Downing
on y 8th day of April 1766 by his Note of that date for Value
Seth to pay him ten pounds 2/0 lawful money at y End of two
te of s d Note with Interest till paid &c as in y Writ
es by Jonathan Ashley Gent his Attr and y Deft being three
publickly called makes default of appearance in Court & It is therefore
Court that y said Seth recover against the said Downing the sum
of lawful mony damages and Cost of Court taxed at one
pound there of &c

Murray
vt
Warner

1:5

£28 Williams Junr vs Stedman

Israel Williams Junr of Hatfield in the County of Hampshire Gent pltf vs Ebenezer Stedman resident at Hadley in s^d County Defend^t Matter Left in a plea of the Case for that said Ebenezer at Springfield on the fourth day of Novr last past by his Note of that date for Value rec^d promised said Israel to pay him four pounds five Shillings & four pence on demand with Interest &c as in the Writ

£6 The pltf appears by Jonathan Ashley Gent his Att^y and s^d Deft being three times publickly called makes default of appearance in Court It is therefore considered by s^d Court that s^d Israel recover against the said Ebenezer four pounds 6/8 of lawful money damages & Cost of Court taxed at one pound 17/6 thereof &c Exon is 11th Septr 76

Barnard vs Chamberlain

£7 12 Samuel Barnard of Deerfield in s^d County of Hampshire yeoman pltf vs Thomas Chamberlain of s^d Deerfield yeoman Deft in a plea of the Case for that said Samuel & Thomas at s^d Deerfield on the 18th day of April last past accounted together concerning divers sums of Money before that time due from s^d Thomas to said Sam^ll then unpaid on stating of which Acct said Thomas was found in Arrear to s^d Sam^ll in the Sum of four pounds 14/1 lawful money & being so found in Arrear s^d Thomas then and there promised s^d Sam^ll to pay him s^d Sum on demand &c as in s^d Writ The pltf appears by Jonathan Ashley Junr Gent his Att^y and s^d Deft being three times publickly called makes default of appearance in Court Therefore it is considered by s^d Court that s^d Sam^ll recover against the said Thomas four pounds 14/1 of lawful mony damages and Cost of Court taxed at two pounds 1/9 thereof &c

Oaks vs Phillips

£6 Nathan Oaks of Deerfield in s^d County of Hampshire Joiner pltf vs Benjamin Phillips of Ashfield in s^d County yeoman Deft in a plea of the Case for that s^d Benjamin at s^d Deerfield on the 16th Day of May 1769 by his note for Value rec^d promised s^d Nathan to pay him three pounds lawful mony in Merchantable Shingles at 12/ by s^d Thousand to be delivered within half a Mile of Conway Sawmill Standing on South River in s^d County as per said Note in five weeks from s^d Date of s^d Note &c The pltf appears by Jonathan Ashley Junr Gent his Att^y & the Deft being three times publickly called makes default of appearance in Court It is therefore considered by s^d Court that s^d Nathan recover against the said Benjamin three pounds of lawful mony damages & Cost of Court taxed at two pounds 6/8 & thereof &c

Arms vs Saunderson

£9 David Arms of Deerfield in s^d County of Hampshire Joiner pltf vs Benjamin Phillips yeoman & Moses Smith yeoman both of Ashfield in s^d County Defts in a plea of the Case for that s^d Benj^a & Moses at s^d Ashfield on the second day of Decr 1769 by their Note of that date for Value rec^d jointly & severally promised s^d David to pay him or his Order Eighteen pounds within six Months from s^d Date with Interest &c as in s^d Writ The pltf appears by Jonathan Ashley Gent his Att^y and s^d Defts being three times publickly called make default of appearance in Court &c It is therefore considered by s^d Court that s^d David recover against s^d Benjamin & Moses Seventeen pounds 8/ of lawful mony damages & Cost of Court taxed at two pounds 8/ & thereof &c

Field vs Rawson

£0 Reuben Field of Northfield in s^d County of Hampshire yeoman pltf vs Josiah Lawson of Warwick in s^d County yeoman Deft in a plea of the Case for that s^d Josiah at s^d Northfield on the 27th Day of April 1769 by his Note of that Date for Value rec^d promised said Reuben to pay him or his order £20 twenty pounds lawful mony on or before s^d 27th Day of April then next with Interest &c The pltf appears by Samuel Field Gent his Att^y and s^d Defts being three times publickly called makes default of appearance It is therefore considered by s^d Court that s^d Reuben recover against s^d Josiah twenty one pounds 12/ lawful mony damages & Cost of Court taxed at two pounds 11/10 & thereof he may have

Exon is 22 Septr

David Field of Deerfield in ye County of Hampshire Gent pltf vs David Ballard of Montague in ye said County yeoman Deft in a plea of ye Case for that said Ballard at said Deerfield on ye fourth day of July 1769 by his Note of that date for value rec promised s^d Field to pay him or his order eleven pounds of lawful mony on demand with Interest &c as in the Writ The pltf appears by Samuel Field Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said David Field recover against ye said David Ballard Eight pounds 10/6 of lawful mony damages and Cost of Court taxed at two pounds 1/9 thereof &c Execon issues 5th Mar 1770

1,29
Field
vs
Ballard
51

David Field of Deerfield in ye County of Hampshire Gent pltf vs Nathaniel Hawks late of Deerfield aforesaid yeoman Deft in a plea of the Case for that said Nath^ll on the Tenth day of April 1769 by his Note of that date for value rec promised said Nathaniel David to pay him or his order twenty six pounds 0/0 lawful mony on demand with Interest &c as in the Writ The pltf appears by Samuel Field Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said David recover against ye said Nathaniel Thirty pounds 0/0 1/2 of lawful money damages and Cost of Court taxed 2,3,1 thereof &c

Idem
vs
Hawks
52

Execon is^d 5th March 1770

David Field of Deerfield in ye County of Hampshire Gent pltf vs John Workman of Bernardston in said County yeoman Deft in a plea of the Case for that said John at said Deerfield on the 26th Day of April 1769 by his Note of that date for value rec promised David to pay him or his order three pounds 13/8 3/4 of lawful money with Interest &c as in ye Writ The pltf appears by Samuel Field Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said David do recover against the said John three pounds 13/2 3/4 of lawful money damages Cost of Court taxed at two pounds 6/1 thereof &c

Idem
vs
Workman
53

Jonathan Oakes of Conway in ye County of Hampshire yeoman pltf vs Abel Merriman of s^d Conway yeoman Deft in a plea of ye Case for that said Abel at said Conway on ye 21st day of June 1769 by his Note of that date for value rec promised said Jona to pay him or order ye sum of Eighteen pounds on demand with Interest until paid, Yet said Abel tho often thereto requested hath never paid ye Contents of said Note or any part thereof but neglects and refuses to do it To ye damage of ye said Jonathan Thirty pounds The pltf appears by Samuel Field Gent his Att^y ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Jona recover against ye s^d Abel Eighteen pounds 0/0 of lawful mony damages Cost of Court taxed at two pounds 6/1 thereof &c Thes^d Abel afterwards at this Term comes here by William Billings Gent his Att^y and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next The recognizee with Sureties as ye Law directs for his prosecuting his appeal with Effect as by s^d recognizance on file appears

Oakes
vs
Merriman
54

Robert Oliver of Conway in ye County of Hampshire yeoman pltf vs Caleb Sharp of s^d Conway House Wright Deft in a plea of ye Case for that said Caleb on ye 12th Day of August currant at s^d Conway by his Note of that date for value rec promised said Robert to pay him or his order five pounds 0/0 on demand with Interest &c as in ye Writ The pltf appeared by Samuel Field Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Robert recover against the said Caleb five pounds 16/1 2/3 lawful money damages and Cost of Court taxed at two pounds 3/1 2/3 thereof &c

Oliver
vs
Sharp
55

Execon is^d 10th Octr 1769

£30 Nathaniel Dickinson of Deerfield in ye County of Hampshire yeoman Pl^tf^ vs
Moses Daniels of Conway in ye said County yeoman Deft in a plea of ye Case
Dickinson for that said Moses on ye 14th Day of April 1768 at s^d^ Deerfield by his Note
vs of ye Date for Valued promised said Nathaniel to pay him three pounds
Daniels L^ful^ money within six months from ye Date with Interest &c as in Writ
56 The pl^tt^ appears by ~~Joseph Hawley~~ Samuel Field Gent his Att^y^ and ye Deft being
three times publickly called makes default of appearance in Court
His therefore considered by ye Court that ye said Nathaniel recover
against ye said Moses three pounds 12/ 0 1/4 of L^ful^ money damages
and Cost of Court taxed at two pounds 2/ 7 Therefore &c

Consider Arms of Conway in ye County of Hampshire yeoman pl^tf^ vs
Arms vs the proprietors of the common and undevided Lands in ye Town^ship^
Proprietors of Ashfield in ye County aforesaid Deft^s^ in a plea wherein ye s^d^ Consider
Ashfield demands against ye said proprietors as his right & Inheritance one
57 certain Tract of Land with ye Appurtenances in Conway aforesaid
described by ye Lines following that is to say ye Northerly line thereof
begins at a Station, West one degree thirty minutes South of a hard maple
Sapling with Stones about it marked with ye Letters, Marks, Figures there
set down to wit. N, S XIII I M XIII O Standing on ye Northwesterly
Corner of the twenty eighth original Lot in Conway aforesaid laid out to Moses
Stebbins and at ye Distance of 26 chains 25 Links therefrom runs from
ye said Station West two degrees South 30 Chains & 50 Links thence the
West^erly^ Line runs South 15^d^ degrees 30 Minutes West 21, Chains 50 Links
thence ye Southerly Line runs East two degrees North 37 Chains 50
Links. Thence the Easterly Line runs North 20 degrees East to ye first
Station first above mentioned being in Quantity about Eighty Eight
Acres and whereof ye said proprietors unjustly and without Judgment
disseized ye said Consider within thirty years now last past whereupon
he says that within thirty years now last past he was seized of the
Tenement aforesaid with ye Appurtenances in his demean as of fee
and right in a time of peace taking ye profits thereof to ye Value
of five pounds by ye year and whereof ye said proprietors defend &
hold him out and thereof he brings this suit The s^d^ Disseizen & defrument
is to ye Damage of the said Consider the sum of Fifty pounds
The pl^tt^ appears by John Worthington and Joseph Hawley Esquires his
Attornies and the said Proprietors by Obadiah Dickinson their Agent comes
and defend &c and for plea say they never Disseized said Consider Arms
in manner and form as he in his declaration has alledged & thereof
put themselves on ye Country & pl^tt^ likewise
Thereupon ye Jurors at this Time according to ye form and Effect of y^e^
Statutes in this Behalf provided, returned and impanelled being called
likewise come here Who to say ye Truth concerning ye premises being
duly sworn declare upon their Oath, that for ye pl^tt^ no possession of y^e^
Land demanded &c and Cost of Court — His therefore considered by
the Court that ye said Consider recover against ye proprietors the Land
demanded &c and Cost of Court taxed at four pounds 12/ 2 Therefore &c

The said proprietors by Simeon Strong Esqr their Attorney
appeal from ye Judgment of this Court to ye Superiour Court of
Judicature to be holden at Springfield within and for ye County of
Hampshire of ye Fourth Thursday of September next Enoming & in
here cognizes with Sureties as the Law direct for their prosecuting
the appeal with Effect as by said Recognizance on file it appears

John Stewart the second of Colrain in y County of Hampshire Hus 431
husbandman pltt vs Charles Phelps lately of Hadley in ys County
Gentleman Deft in aplea of Trespass on y Case and whereupon ys Stewart
John complains that whereas the said Charles on y last day of vs
May last at Springfield was indebted to y said John in three Phelps
pounds of y Lawful mony of the province of y Massachusetts 30
Bay in New England for mony by y said Charles to y Use of y
said John before then had and Rec and being so there in indebted
the said Charles in Consideration thereof afterward to wit the
same day and year above at Springfield aforesd assumed on
himself and to y said John then and there faithfully promised
that he y said Charles the said three pounds &c to the said John
when he should be thereto afterwards required well and faithfully would pay
and Content, Nevertheless the said Charles the ds three pounds &c
or any penny thereof has not yet paid to y said John although he has
been often thereto required but he has always hitherto neglected
and still neglects to do it To y Damage of the ds John seven pounds
The pltt appears by Joseph Hawley Esq his Attorney and forasmuch
as it has been made to appear to y Court that y Deft is now out
of y Province, It is ordered that the Case be continued and the said
parties have a further day in this Court here until the second
Tuesday of November next

Jonathan Bardwell of Belchertown in y County of Hampshire Bardwell
Husbandman pltt vs Hugh McAlpine of Palmer in y said County
Weaver Deft in a plea of Trespass on the Case for this to wit at Bel- McAlpine
town aforesaid on y fifth day of August Currant the ds Jonathan 50
was possessed of one Brindled Cow of y price of four pounds Lawful mony
as of his own proper Cow and ds Jonathan being so thereof possessed
afterwards at Belchertown on y ds fifth day of August casually
Lost said Cow out of his possession and y ds Cow afterwards on y same
fifth day of August at Belchertown aforesd came into y Hands and
possession of y said Hugh McAlpine by finding the same ds Hugh
altho he very well knew the said Cow to be the proper Cow of the ps
Jonathan & that he never delivered ds Cow to ds Jonathan &c as in the Writ
The pltt appears by Joseph Hawley Esq his Attr and the Deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by y Court that y ds Jonathan recover
against y said Hugh McAlpine four pounds of Lawful Mony damages
and Cost of Court taxed at two pounds 0s 0d and thereof &c
Execution is 27th Jany 1770

Elijah Williams of Deerfield in y County of Hampshire Esq pltt vs Williams
Jonathan Severance of Greenfield in ys County yeoman Deft in a plea Esq
that he render to ys Elijah thirty three pounds Lawful mony which to Severance
him he owes & from unjustly detains & whereon said Elijah complains 50
that whereas said Jonathan on y 31st Day of May 1765 at Deerfield
aforesaid by his certain writing obligatory in Court to be produced
acknowledged himself to stand firmly bound to y said Elijah in y afores
sum of thirty three pounds to be paid to said Elijah whenever he should
be thereto required &c as in the Writ — The pltt appears by Joseph
Hawley Esquire his Attorney and the Deft being three times pub
lickly called makes default of appearance in Court — Its therefore
considered by y Court that y said Elijah recover against the said
Jonathan six pound 11s 9d of Lawful money Debt and Cost of Court
taxed two pounds 1s 11d And therof &c

432

Williams Esq vs Callin

Ot

Elijah Williams of Deerfield in the County of Hampshire Esqr Pltf vs Joseph Catlin of Conway in sd County aforesd yeoman Deft in aplea of the Case for that said Joseph on ye fifth day of Feby 1759 at Deerfield aforesaid by his Note for Value rec promised one Ebenezer Barnard to pay him or his order 25 11 3/4 lawful mony on demand with Interest And whereas said Ebenezer afterwards to wit on ye same day aforesd by his Indorsment ordered the contents of said Note then wholly due to be paid to ye said Elijah according to ye Tenor of said Note of all which said Joseph instantly had notice and so became chargeable to ye sd Elijah 2 being so chargeable then and there promised said Elijah that he would pay him ye Contents of said Note on demand; And also for that sd Joseph on ye 3rd Day of May 1760 at Deerfield aforesd by his other note for Value rec promised said Elijah to pay ye or his order thirty four pounds 0 3 of lawful money on demand with Interest &c as in the Writ

The pltf appears by Joseph Hawley Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Elijah recover against the said Joseph thirty eight pounds 2 8 of lawful money damages and Cost of Court taxed at two pounds 0 5 and therefor &c

Execon issd 27th Decr 1760

Rowe Esq vs Ellis

17

02

John Rowe of Boston in ye County of Suffolk Esq pltf vs Matthew Ellis of Colrain in ye County of Hampshire yeoman Deft in aplea of the Case for that said Matthew on ye ninth day of August last at Springfield by his Note for Value rec promised one Elijah Williams to pay him or his Order two pounds 0 0 on demand with Interest till paid & whereas said Elijah afterwards on ye said Ninth day of August aforesd by his Indorsment ordered the payment of ye Whole contents to be made to ye said John according to ye Tenor of said Note of all which the said Matthew instantly had notice and so became chargeable to the said John and being so chargeable he then and there promised sd John that he would pay him ye Contents of said Note on demand &c as in the Writ

The pltf appears by Joseph Hawley Esq his Attr and the Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said John recover against the said Matthew two pounds 5 0 0 of lawful money damages and Cost of Court taxed at three pounds 1 10 thereof &c

Rowe vs Twing

13

John Rowe of Boston in ye County of Suffolk Esq pltf vs John Twing of Conway in ye County of Hampshire yeoman Deft in aplea of the Case for that said John on ye first day of May 1760 at Springfield by his Note for Value rec promised one Elijah Williams to pay him or his order three pounds 2 5 on demand with Interest and whereas sd Elijah afterwards to wit on ye same first day of May at Springfield aforesd by his Indorsment ordered the contents of sd Note then wholly due to be paid to ye said John Rowe according to ye Tenor thereof of all which said John Twing instantly had notice and so became chargeable to ye said John Rowe and being so chargeable in Consideration he then & there promised said John Rowe to pay him ye Contents of sd Note on demand &c as in the Writ — The pltf appears by Joseph Hawley Esq his Attr and the Deft being three times publickly called makes default of appearance in Court, Therefore it is considered by ye Court that ye said John Rowe recover against ye said John Twing three pounds 7 5 1/2 of lawful money damages and Cost of Court taxed at three pounds 0 10 thereof &c

Samuel Harvey of Montague in y County of Hampshire Husbandman
pltf vs Joseph Root Genlm Moses Gunn Physician and Moses Severance
Husbandman all of said Montague Defts in aplea why with force &
Arms the Cattle of him y said Samuel of the price of five pounds &
at Montague aforesaid they took and carried away and other outrages
on him committed to his great damage against our peace whereon
the said Samuel complains that y said Root, Gunn and Severance on
the third day of July last the Cattle of him the said Samuel to wit
one Cow and one Calf of y price of five pounds found at
Montague aforesaid took and Carried away and other outrages on
him committed to y great damage of him y said Samuel against
our peace The Trespass above said being to y Damage of y said Samuel
the sum of eight pounds ——— The pltf appears by John Worthington
and Joseph Hawley Esquires his Attornies and the said Root, Gunn
and Severance by Simeon Strong Esqr their Attorney come and defend &
and say they are not guilty in manner and form as pltf in his
declaration has alledged and thereof put themselves on the Country
and the pltf likewise ——— Thereupon the Jurors at this
Time accepting to y form and Effect of the Statutes in this Behalf
provided returned and impanelled being called likewise come
here Who to say the Truth ~~x~~ concerning the Premises being
duly sworn declare upon their Oath that
they find for the Defts. Costs of Suit ——— It is therefore considered by
the Court that y said Root, Gunn and Severance recover against the
said Harvey the Sum of one pound 2/6 of Lawful money allowed
them for their Cost in defending the Suit of the said Harvey thereof &

Harvey vs Root et als 0.5

The said Samuel Harvey by his Attr Richard Montague appeals
from y judgment of this Court to y Superiour Court of Judicature
to be holden at Springfield in and for the County of Hampshire
on the fourth Tuesday of September next Ensuing And he recognizes
with Sureties as the Law directs for his prosecuting y appeal with
Effect as by said recognizance on file it appears

Nathaniel Phelps of Northampton in y County of Hampshire yeoman
pltf vs Stephen Cootes of said Northampton Labourer Deft in aplea of the Case
for that said Stephen on y fifth day of June 1764 at Springfield
by his Note for Value rec promised said Nathaniel to pay him
two pounds 4/ Lawful money on or before y first day of Nov
next Ensuing with Interest till paid &c as in y Writ

Phelps vs Cootes 0.7

The pltf appears by Joseph Hawley Esq his Attr and y Deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by y Court that y said Nathaniel recover
against y said Stephen three pounds 6/7 of Lawful mony damages
and Cost of Court taxed at one pound 13/2 and thereof &c
Execution is to issue forthwith

Isaac Chauncey of Ashfield in y County of Hampshire Husbandman
pltf vs Moses Smith of said Ashfield Husbandman Deft in aplea
of the Case for that said Moses at Ashfield aforesaid on y Ninth day
of Feby 1764 for Value rec made a certain Note bearing date the same
day and year abovesaid and thereby promised to pay to one Lemuel
Snow or order ten pounds Lawful mony in Indian Corn Rye or
or before the 25th Day of December then next to be delivered at said
Moses House at y Markets price with Interest from y Date and
the offered Ten pounds being unpaid the aforesaid Lemuel afterward
the same day abovesaid Indorsed that note and thereby appointed y
Contents of said Note to be paid to one Ebenezer Belding or his order
And the said Ten pounds being still unpaid said Ebenezer afterwards the
same day last abovesaid indorsed that note & thereby appointed the

Chauncy vs Smith 0.0

434 Contents of sd Note to be paid to sd Isaac or his order whereof
said Moses had notice by reason of sd promises said Moses became liable
Chauncy to pay said Isaac the said Sum and being soliable the sd Moses
vs on the same day aforesd in Consideration thereof undertook and
Smith to said Isaac faithfully promised said Isaac to pay him said Sum
according to sd Tenor of the said Note &c as in the Writ

The pltt appears by William Billing Gent his Attr and sd Deft being
three times publickly called makes default of appearance in Court

It is therefore considered by sd Court that sd said Isaac recover
against sd said Moses Eight pounds 4/10½ of Lawful mony damages
and Cost of Court taxed at two pounds 6/4 and therefore &c

Execon issd 23d Octo 1769

Clary Samuel Clary Junr of Sunderland in sd County of Hampshire Yeoman plt
vs James Thompson of Colrain in said County yeoman Deft in a plea of
Thompson Case for that whereas the said James on sd sixth day of July 1768 at Colrain
aforesaid by his Note of that date for Value rec promised the sd Samll
10/ that he would pay to him or order Ten pounds 4/ on demand with
Interest till paid, & yet sd said James tho often thereto requested
has not paid the Contents of sd said Note to sd said Samuel nor any
part thereof But he wholly denies to do it To sd Damages & Said fourteen
pounds — The pltt appears by William Billing Gent his
attr and sd Deft being three times publickly called makes default
of appearance in Court — It is therefore considered by sd Court
that sd said Samuel recover against sd said James ten pounds 8/13½/7
lawful mony damages and Cost of Court taxed at two pounds 3/11 thereof &c

The said James afterwards at this Term comes here by Jonathan Ashley
Gent his Attr and appeals from sd Judgment of this Court to the Superiour
Court of Judicature to be holden at Springfield within and for sd
County of Hampshire on sd Fourth Tuesday of September next
Ensuing and he recognizes with Sureties as the Law directs for
his prosecuting the appeal with Effect as by said recognizance
as on file it appears

Billing Fellows Billing of Sunderland in the County of Hampshire Gent
pltt vs Ebenezer Bardwell of Hatfield in sd County Gent in Deft in
a plea of sd Case for that said Ebenezer at Sunderland aforesd on the
Bardwell Second day of March 1768 by his Note for Value rec promised sd
Fellows that he would pay him three pounds 3/ Lawful money
10/ on demand with Interest &c as in the Writ

The pltt appears by William Billing Gent his Attr and sd Deft being
three times publickly called makes default of appearance in Court

It is therefore considered by sd Court that sd said Fellows recover against
the said Ebenezer three pounds 2/7 of lawful mony damages
Cost of Court taxed at two pounds 2/8 thereof &c Execon issd 13th Sept 1769

Clary John Clary of Sunderland in sd County of Hampshire yeoman Pltr
vs Joseph Mitchel of Ashfield in sd County aforesd yeoman Deft in a plea
Mitchel of the Case for that said Joseph at Sunderland aforesd on sd 18th day of
July 1768 by his Note of that date for Value rec promised sd John to
9/ pay him two pounds Lawful mony on demand with Interest from Writ

The pltt appears by William Billing Gent his Attr and sd Deft being
three times publickly called makes default of appearance in Court

It is therefore considered by sd Court that sd said John recover
against the said Joseph two pounds 2/7 ½ of lawful money damages
and Cost of Court taxed at two pounds 3/2 and thereof &c

Execon issd 23 October 1769

Benjamin Kid of Chesterfield in the County of Hampshire yeoman
pltf vi James Cox of said Chesterfield yeoman Deft in a plea of y Case
for that the said James on the twentieth day of July current at
Springfield being indebted to y said Benjamin in y Sum of two
pounds
ꝟ lawful money for the Articles mentioned in y Act annexed
to y Writ then and there towit on y said twentieth day of July at
Springfield aforesaid in consideration thereof promised y
Benjamin that he would pay him the same Sum on demand
yet he the said James tho often thereto requested hath never paid
the said Sum or any part thereof But he unjustly neglects
and refuses to do it To y Damage of y Sd Benjamin five pounds

Kid
vi
Cox
92

The said Benjamin and the said James now come here in their
proper persons and refer this Case together with all other Controversies
and demands subsisting between them to y final determination &
award of Timo Dwight Esqr Sam[ll] Mather Esq and Mr Ephraim Wright
all of Northampton or any two of them, Arbitrators mutually Elected
by the said parties to be made upon the premises Returned
into this Court so soon as may be and the said parties have a
Day to until the next Term to

John Rowe of Boston in y County of Suffolk Esq pltf vs Andrew
Lukes of Colrain in y County of Hampshire Husbandman Deft
in a plea of the Case for that said Andrew on y 25th day of March
1768 by his note for Value rec promised one Elijah Williams to
pay him or his order two pounds 15/10 lawful money on demand
with Interest until paid and whereas said Elijah on y last day
of May last by his Indorsment ordered y payment of y whole
Contents of said note then wholly unpaid to be made to Sd John
of all which said Andrew instantly had notice and so became
chargeable to said John and being so chargeable he then & there
promised said John to pay him y Contents of Sd note on demand
&c as in the Writ — The pltf appears by Joseph Hawley
Esq his Attr and y Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by
the Court that y said John do recover against y Sd Andrew three pounds
6/8 ꝟ lawful money damages and Cost of Court taxed £3,1,10 ꝟ thereof to

Rowe Esq
vi
Lukes
93

Abraham Pennell of Colrain in y County of Hampshire yeoman pltf vs
Abisha Holland of Sd Colrain yeoman Deft in a plea of the Case for that
Sd Abisha at Sd Colrain on y 25th Day of March last past by his note
of that date for Value rec promised said Abraham to pay him or
his order seven pounds 6/8 ꝟ or demand with Interest &c as in y Writ
The pltf appears by Jonathan Ashley Gentn his Attr and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y Sd Abraham recover
against the said Abisha seven pounds 10/ ꝟ lawful money damages
and Cost of Court taxed at two pounds 9/9 ꝟ thereof to Mr Lyman Pomeroy by

Pennell
vi
Holland
94

Daniel Davison of Conway in y County of Hampshire yeoman pltf vs
Asaph Chilson of Sd Conway yeoman Deft in a plea of y Case for that said
at Springfield on y 16th Day of Septr 1768 by his Note of that date for
Value rec promised said Daniel to pay him or order fifteen pounds 12/ ꝟ
lawful money on or before y first day of March then next with
Interest &c as in y Writ — The pltf being three times publickly called to
come into Court and prosecute his Action does not come into Court but Nonsuit by Dft
likewise defaulted and Action accordingly dismissed —

Davison
vi
Chilson
95

136

Williams Esqr ^ Mun Junr

76

Elijah Williams of Deerfield in the County of Hampshire Esqr pltf vs Benjamin Mun Junr of s^d Deerfield Joiner Deft in a plea of the Case for that s^d Benjamin at Deerfield aforesaid on ye 20th Day of April 1760 by his note for Value rec^d promised said Elijah to pay him or his order six pounds lawfull money on demand with Interest &c as in ye Writ The pltf appears by Elijah Williams Junr Gent^n his Att^y and ye Deft being three times publickly called makes default of appearance in Court &c It is therefore considered by ye Court that ye said Elijah recover against the said Benjamin three pounds 11/6 of lawfull money damages and Cost of Court taxed at two pounds 5/7 and thereof &c

Exeon is Septr 11th 1760

Idem ^ Grandy

77

Elijah Williams of Deerfield in ye County of Hampshire Esqr pltf vs Beriah Grandy late of South Brimfield in ye County aforesd yeoman Deft in a plea of the Case for that said Beriah at Deerfield aforesd on ye 11th Day of July 1763 by his Note for Value rec^d promised said Elijah to pay him or his order three pounds 12/6 lawfull money on demand with Interest until paid &c as in the Writ &c The pltf appears by Elijah Williams Junr Gent^n his Att^y and ye Deft being three times publickly called makes default of appearance in Court &c It is therefore considered by the Court that ye said Elijah recover against the said Beriah four pounds 19/1 of lawfull money damages and Cost of Court taxed at two pounds 5/6 and thereof &c &c Exeon is 7th Septr 1760

Idem ^ Alvord

78

Elijah Williams of Deerfield in ye County of Hampshire Esqr pltf vs Elijah Alvord of South Hadley in ye said County yeoman Deft in a plea of the Case for that said Alvord on ye ninth day of July 1760 at Springf^d by his Note for Value rec^d promised one Job Chamberlain to pay him or his order two pounds 9/6 lawfull money on demand with Interest till paid and whereas said Job afterwards to wit on ye same day aforesd by his Indorsment ordered the payment of ye Contents of s^d Note then wholly due to be made to said Williams of all which said Alvord instantly had notice soe became chargeable to s^d Williams and being soe chargeable he then and there in consideration thereof promised ye said Williams that he would pay him ye Contents of said Note on demand &c as in ye Writ The pltf appears by Elijah Williams Junr Gent^n his Att^y and ye Deft being three times publickly called makes default of appearance in Court &c It is therefore considered by ye Court that ye said Williams recover against the said Alvord three pounds 2/9 1/2 of Lawfull money damages & Cost of Court taxed at two pounds 1/9 thereof &c &c Exeon is Septr 11th 1760

Billing ^ Smith

79

Fellows Billing of Sunderland in ye County of Hampshire Gent^n pltf vs Simeon Smith of Greenfield in said County yeoman Deft in a plea of ye Case for that s^d Simeon on ye 20th Day of Octr 1760 at Sunderland aforesaid by his Note for Value rec^d promised s^d Fellow to pay him or order three pounds 1/6 lawfull money on demand with Interest till paid &c as in ye Writ The pltf appears by Williams Billings Gent^n his Att^y and ye Deft being three times publickly called makes default of appearance in Court &c Therefore it is considered by ye Court that ye said Fellows recover against ye said Simeon three pounds 2/7 1/2 of lawfull money damages & Cost of Court taxed at £2 11 2 1/2 thereof &c &c Exeon is 13th Septr 1760

Dickinson ^ Wright's Exec^rs

80

Titus Dickinson of Northfield in ye County of Hampshire Husbandman pltf vs Ebenez^r Field Junr of said Northfield Cordwainer Exec^rs of ye Last Will & Testament of Benoni Wright late of said Northfield Dec^d Deft in a plea of ye Case for that s^d Benoni at Northfield aforesaid on ye 20th Day of March 1753 then living by his Note of s^d Date for Value rec^d promised one Nathll Dickinson to pay him two pounds lawfull money on or before ye first day of May next Ensuing with Interest and afterwards on ye 20th day of March 1753 s^d Nathll by his Indorsment ordered the Contents of said Note then wholly due to be made to ye pltf of all which s^d said Benoni instantly had notice &c as in ye Writ &c The pltf being three times publickly called to come into Court & prosecute his Action is Nonsuit and ye Deft likewise defaulted and ye Action dismissed

Benjamin Parsons of Charleton in y County of Worcester yeoman pltf vs
Jacob Cummings of Ware in y County of Hampshire yeoman Deft in aplea
of the Case for that said Jacob at Springfield on y 26th day of May last
by his Note of that date for Value Rec promised said Benjamen to pay
him or his order two pounds 13/ sh ondemand with Interest &c as in y Writ
The pltf appears by Joshua Upham Gent his Attt and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Benjamin recover
against the said Jacob two pounds 4/ 1 of lawful mony damages &
Cost of Court taxed at two pounds 7/ 6 & therefore &c

437

Parsons
vs
Cummings
&c

Nathaniel Walker of Sturbridge in y County of Worcester Gent pltf vs
Joseph Sikes of Wilbraham in y County of Hampshire yeoman Deft in aplea
of the Case for that said Joseph at Springfield on y Eleventh day of June
last past by his Note of that date for Value Rec promised s Nathl
to pay him thirty seven pounds 0/ 0 by y first day of May then next
with Interest till paid &c as in the Writ — The pltf appears by
Joshua Upham Gent his Attt and y Deft being three times publickly
called makes default of appearance in Court — It is therefore considered
by the Court that y said Nathaniel do recover against s Joseph the
Sum of twenty nine pounds 5/ 9 ½ of lawful mony damages & Cost
of Court taxed at two pounds 2/ 0 & therefore &c — Exon is 27th Nov 77 by

Walker
vs
Sikes
&c

Mathew Copley of Suffield in y County of Hampshire yeoman pltf vs
William Dean late of Windsor in y County of Chester and Province of New
York Gentn Deft in a plea of the Case for that said William at said
Suffield on y Tenth day of Octo last past by his promisery Note in
writing under his own Hand of that date for Value Rec promised s Mathew
by the Name of Mathew Copley of Suffield in y County of Hartford &
Colony of Connecticutt in New England to pay and deliver unto him y
Sum of forty six ~~pounds~~ Thousand feet of good white pine timber —
meaning so much Timber as shall be judged will make forty six
Thousand Feet of good Inch Boards and to be delivered at s Windsor into
Connecticutt River with y two first Letters of said Copleys Name well
marked on said Timber and to aid the same into convey y
same to a place called Millers Falls in said County of Hampshire
all to be performed by y Last day of April then next for s Copley
or his order, & y said Mathew in fact says he has been always ready
at said Millers Falls to receive y said Timber that s Timber at s Time &
place was well worth Twenty pounds lawful mony yet s William
tho often thereto requested hath never fulfilled his said promise to
y pltf but unjustly neglects and refuses to do it to y Damage of y said
Mathew the sum of Twenty five pounds — The pltf appears by
Joseph Hawley Esq and Austin Ely Gent his Attornies and y s William by
John Worthington Esq his Attr comes and defends &c and reserving to him
self y Liberty of pleading any special matter in Evidence under the
General Issue now pleads and says that he never promised in
manner and form as y pltf in his declaration has alledged and
thereof puts himself on y Country and y pltf likewise

Copley
vs
Dean
&c

Thereupon the Jurors at this time according to y form of y Statute
of the Statutes in this Behalf provided returned and impanelled
being demanded likewise come here Who to say the Truth con
cerning the premises being duly sworn declare upon their Oath
that they find for y pltf Six pounds damages Cost of Court

It is therefore considered by the Court that y said Mathew recover
against the said William Six pounds of lawful mony damages
and Cost of Court taxed at three pounds 12/ 4 and therefore &c

The said

438 Copley vt Dean

the said Matthew by one of his Attornies aforesaid 1st Justin Hyat appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on ye fourth Tuesday of November next Ensuing the Recognizes with Sureties as the Law directs for his prosecuting the appeal with Effect as by said Recognizance on file it appears

Isham junr vt Cleland junr 85

Joseph Isham junr of Colchester in ye County of Hartford & Colony of Connecticutt Gentn pltf vs Thomas Cleland junr late of Greenwich in the County of Hampshire yeoman Deft in a plea of ye Case for that said Thomas at Springfield on ye 20th Day of April 1765 by his Note of that date for Value Recd promised said Joseph to pay him Nine pounds lawful money on or before ye Tenth day of Octo then next with Interest &c as in ye Writ — The pltf being three times publickly called to come into Court and prosecute his Action is Nonsuit and ye Deft likewise defaulted and ye Action dismissed

Bynchon vt Ward 86

George Bynchon of Springfield in ye County of Hampshire Gent pltf vs Stephen Ward of said Springfield yeoman Deft in a plea of ye Case for that said Stephen at said Springfield on ye last day of May last being justly indebted to ye said George in the Sum of two pounds lawful money to balance Book Act for divers articles of Goods before that time sold to said Stephen at his special Instance & Request, In consideration thereof ye said Stephen then & there promised said George to pay him ye same Sum on demand — Also for yt whereas at said Springfield on ye 20th Day of Feby 1766 the s[aid] George and said Stephen accounted together concerning divers sums of Money before that time due to s[aid] George from s[aid] Stephen and upon such Act stated s[aid] Stephen was found in arrear to s[aid] George in ye further sum of three pounds 0 s 0 d lawful money and being so found in arrear said Stephen in Consideration thereof then & there undertook and to said George promised that he would pay him ye same Sum with ye Interest whenever afterwards he should be thereto required &c as in the Writ — The pltf appears by Justin Ely Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said George recover against ye said Stephen two pounds 10 s 0 d lawful money damages and Cost of Court taxed at one pound 8 s 0 d and thereof &c — Exon issd 22d Sept 1766

Thomas vt Chapin 87

John Thomas of Hartford in ye County of Hartford and Colony of Connecticutt yeoman pltf vs Henry Chapin of Springfield in the County of Hampshire Gentn Deft in a plea of ye Case for that said Henry at said Springfield on ye twentieth day of June last past being justly indebted to ye pltf in sum of Eight pounds lawful money for divers Articles of Book Act there before that time sold & delivered to the said Henry at his special Instance and Request according to ye Act annexed to ye Writ in Consideration thereof said Henry then & there assumed on himself and faithfully promised ye said John that he would well and truly content and pay him said Sum whenever after he should be thereto required Yet said Henry tho often thereto requested hath never paid said Sum or any penny thereof to ye pltf but hitherto hath and still doth neglect & deny so to do to the damage of ye said John the sum of Nine pounds

The parties come here and humbly pray that ye Case may be continued until ye next Term and it is granted them and ye said parties have a further day &c until ye second Tuesday of November next &c

Jonathan Loomis of Springfield in y County of Hampshire yeoman
pltt vs John Mixer of Springfield yeoman Deft in a plea of Case for
that said John at said Springfield on y first day of May last past by
his Note of that date for Value rec'd promised said Jonathan to pay
him four pounds L/ lawful mony within six days with Interest &c as in y Writ
The pltt appears by Justin Ely Gent his Attr and y Deft being
three times publickly called makes default of appearance in Court
His therefore considered by y Court that ys Jonathan recover
against the said John four pounds 0/ 0/ of lawful mony
damages and Cost of Court taxed at one pound 11/ 6 Thereof &c

Loomis vt Mixer 8/

Exon ir 23 Octo r/64

Joel Ely of Springfield in y County of Hampshire yeoman pltt vs
Job Smith of said Springfield yeoman Deft in a plea of Case for
that said Job at said Springfield on y ninth day of August r/64
by his Note of that date for Value rec'd promised y pltt to pay
him or order 35/ lawful mony upon demand with Int; Also
for that said Job at s'd Springfield on y same day of August by
one other note of that date for Value rec'd promised y pltt to
pay him or order 35/ lawful mony on demand with Interest &c as in y Writ
The pltt appears by Justin Ely Gent his Attr and y Deft being three
times publickly called makes default of appearance in Court
His therefore considered by y Court that y said Joel recover against
the said Job four pounds 11/ 6 lawful mony damages & cost of
Court taxed at one pound 6/6 Thereof &c — Exon ir 23d Sept r/64

Ely vt Smith 8/

Josiah Day of Springfield in y County of Hampshire yeoman pltf by
Luke Day Junior of said Springfield yeoman Deft in a plea of the case
for that said Luke at said Springfield on the Eleventh day of April
last past by his Note of that date for Value rec'd promised s'd Josiah to
pay him twelve pounds lawful mony within three months
from y Date of said Note with Interest from y time of payment
till paid &c as in the Writ — The pltt appears by Justin Ely
Gent his Attr and y Deft being three times publickly called
makes default of appearance in Court — His therefore considered
by y Court that y said Josiah recover against y s'd Luke twelve
pounds 0/ 0/ lawful mony damages and Cost of Court taxed at
one pound 6/6 and Thereof &c — Exon ir Sept 11th r/64

Day vt Day 2d 9/

Robert Abercrombie of Pelham in y County of Hampshire Clerk pltf vs
William Inglish of s'd Pelham yeoman Deft in a plea wherein s'd Robert
demands against y said William a certain Tract of Land with y appur-
tenances lying in Pelham a/res bounded as y follows viz/ the Northwest
Corner of y premises at y South West Corner of one Elliot Grays Farm
and thence running on y South side of s'd Grays Farm bounding
on y same to Greenwich Line from thence South to y Corner dividing
between its and y Lot belonging to y Heirs of one Andrew M'Farlan
Dec'd thence running West upon y North Line of y same Lott of
M'Farlanes to a point in said Line directly South of y South West
Bame of y aforenamed Elliot Grays Farm y premises being supposed
to contain about fifty Acres And whereas s'd Robert says that s'd
William on y Eleventh day of July r/60 being seized of y
demanded premises in his Demesne as of Fee by his deed of
Mortgage in Court to be produced for y Consideration of fifteen pounds
L/10 granted and conveyed the same to said Robert to have and to hold
upon Condition Nevertheless &c. to be void
to him his Heirs forever y said William his Heirs Executors or Admors
should pay unto y s'd Robert his Heirs Execrs or Admors all such sum or sums
of Money as should become due by Virtue of a Note of hand of s'd William

Abercrombie vt Inglish 9/

440 Made to said Robert Ogg even date with said deed for payment of fifteen pounds 16/10 lawful mony within six months with lawful Intrest till paid &c as in the Writ — The pltt appears by Simeon Strong his Attr and the Deft being three times publickly called makes Default of appearance in Court — It is therefore considered by the Court that the said Robert recover against the Lands & premises demanded &c and the said William do not pay or cause to be paid to the pltt within two months Sixteen pounds 10/7 of Lawful money and Cost of Court taxed at two pounds 0/10 the said Robert may have Execution for Execution is Nov 30th Oct 1769

Abercrombie vs English

Uriah Newton of Wilbraham in the County of Hampshire yeoman pltff Abel Bliss of the said Wilbraham yeoman Deft in a plea of the Case for that said Abel on the 13th Day of Instt last past by his Note of that date at Springfield for value rec promised Uriah to pay him Seventy pounds on demand with Interest &c as in the Writ — The pltt appears by Joshua Upham Gent his Attr and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Uriah recover against the said Abel forty four pounds 18/5 of lawful money damages and Cost of Court taxed at one pound 13/0 thereof &c — Execon is 10th Oct 1769

Newton vs Bliss

Jonathan Warner of Hadley in the County of Hampshire Trader pltff at John Ramsdell of Greenwich in the County aforesd yeoman Deft in a plea of the Case for that said John at the said Hadley on the first day of May last being justly indebted to the said Jonathan in the Sum of Six pounds 7/7 lawful mony for balance of Accts according to the Acct annexed to the Writ In Consideration thereof the said John then & there promised the said Jonathan to pay him the same on demand &c as in the Writ — The pltt appears by Elisha Porter Gent his Attr and the said John Ramsdell of Hardwick in the County of Worcester yeoman whose Estate was attached upon the Service of this Writ comes here by John Worthington Esqr his Attr and pleads that the Writ ought not to abate because he says that at the time of the purchase and Service of this Writ and for the Space of Eight months next preceding he has been Commorant and dwelled at said Hardwick without this that within Eight months last past he has been Commorant or dwelling in the Town of Greenwich all which he is ready to prove Wherefore the pltts Writ is Bad and ought to abate and he be allowed his Costs and he prays Judgment accordingly

Warner & Ramsdell vs

There upon the premises being seen and by the Court of the Lord the King fully understood and for that it appears to the said Court that the pltts Writ is Bad and not well brought, It is therefore considered by the said Court that the pltts Writ be and it is abated and that the said John recover against the said Jonathan two pounds 15/10 of lawful money allowed him with his Costs for his Cost in defending the Suit of the said Jonathan thereof

Jesse Billing of Hatfield in the County of Hampshire Blacksmith pltff Joseph Butterly of Northampton in the County aforesaid yeoman Deft in a plea of the Case for that said Joseph at Springfield the eighth day of Novr 1768 by his note of that date for value rec promised the said Jesse to pay him two pounds Nineteen Shillings and ninepence lawful mony and demand with Interest &c as in the Writ

Billing vs Butterly

The said Jesse being three times publickly called to come into Court does not come and is Non suit and the said Joseph likewise defaulted and the Action dismissed

Reuben Belding of Hatfield in the County of Hampshire yeoman pltff Noah Wells of said Hatfield yeoman Deft in a plea of the Case for that said Noah at said Hatfield on the thirtieth day of Jany 1769 by his Note of that date for value rec promised said Reuben to pay him twenty seven pounds

Belding vs Wells

pounds o/l lawful money on demand with Interest till paid &c as in o/ Writ — The pltt appears by Thomas Bridgman Gent his Attr and o/ Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that o/ said Reuben Recover against o/ said Noah twenty eight pounds 0/7 of lawful money damages and Cost of Court taxed at one pound 18/0 & thereof &c — Exon is 18th Octo 1769

4-11

Belding vt Wells

Jesse Billing of Hatfield in o/ County of Hampshire Blacksmith pltt vs Nathan Chapin of Ashfield in o/ said County yeoman Deft in a plea of o/ case for that said Nathan at s/d Hatfield on o/ 20th Day of October 1769 by his note of that date for Value Rec'd promised said Jesse to pay him four pounds 15/0 lawful money on demand with Interest till paid And also for that said Nathan on o/ Last day of June last past was justly indebted to s/d Jesse in a further Sum of 4/3 lawful money for sundry Articles of Acts according to o/ Acct annexed to o/ Writ & then & there in Consideration thereof ~~for~~ ~~Nathan~~ Jesse faithfully promised to pay him o/ same on demand &c as in the Writ — The pltt appears by Thomas Bridgman Gent his Attr and o/ Deft being three times publickly called makes default of appearance in Court — It is therefore considered by o/ Court that ~~that~~ o/ said Jesse recover against o/ said Nathan five pounds 10/6½ o/ lawful money damages and Cost of Court taxed at two pounds 0/7 and thereof &c

Billing vt Chapin

Def

Ebenezer Bardwell of Hatfield in o/ County of Hampshire Gent pltt vs Joseph Mitchel of Ashfield in o/ said County yeoman Deft in a plea of the Case for that said Joseph at s/d Hatfield on o/ 26th Day of Dec o/ 1769 by his Note of that date for Value Rec'd promised s/d Ebenezer to pay him four pounds 10/0 on or before o/ 20th day of May then next with Interest till paid &c as in the Writ & the pltt appears by Thomas Bridgman Gent his Attr and o/ Deft being three times publickly called makes default of appearance in Court — It is therefore considered by o/ Court that o/ said Ebenezer recover against the said Joseph four pounds 0/5/7 of lawful mony damages and Cost of Court taxed at two pounds 1/1 and thereof &c

Exon is Dec 27th 1769

Bardwell vt Mitchel

99

Bildad Fowler of Westfield in the County of Hampshire yeoman pltt vs Jonathan Whipples of Sandisfield in o/ County of Berkshire yeoman Deft in a plea of o/ Case for that said Jonathan at said Springfield on o/ twelfth day of May current by his note in writing under his hand of that date for Value Rec'd promised o/ said Bildad to pay him o/ sum of fifteen pounds ten Shillings and Eleven pence Lawful money upon demand with Interest till paid, Yet o/ s/d Jonathan tho often thereto requested hath not performed his said promise But the wholly neglects it to o/ Damage of o/ said Bildad Seventeen pounds The pltt appears by John Phelps Gentleman his Attr and forasmuch as it appears to o/ Court that o/ Deft is out of the province, It is considered that o/ Case be continued until o/ next Term and o/ said parties have a further day &c until o/ Second Tuesday of November next &c

[Marg: March 2: 1770 the s/d Pltt acknowledges that he hath received satisfaction for this Judgment in full Attr Wm Williams Clerk]

Fowler vt Whipples

100

1112 John Marshall of South Hadley in y County of Hampshire Trader pltf by
Bezalleel Smith of Springfield in said County Yeoman Deft in a plea
Marshall of the Case for that said Bezaleel at said Springfield on y ninth day
of May 1766 by his Note of that date for Value Rec promised s John
Smith to pay him or order 30/ lawful money on demand with Interest
— and afterwards to wit on y same day aforesaid by one other note
101 for Value Rec said Bezaleel promised said John to pay him or order
12/4 lawful mony on demand with Interest till paid Yea'ing Writ
The pltf appears by John Phelps Gent his Attr and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said John do recover
against the said Bezaleel Two pounds 10/9 of lawful mony damages
and Cost of Court taxed at one pound 13/10 and therefore &c
Execon is 18th Octo 1769

Fowler Bildad Fowler of Westfield in y County of Hampshire yeoman pltf vs
vs Cephas Smith of Sandisfield in y County of Berkshire yeoman Deft in
Smith a plea of the Case for that said Cephas at Springfield on y 18th Day of
April 1768 by his Note of that date for Value Rec promised s Bildad
102 to pay him four pounds 16/ lawful mony on demand with Interest Yea'ing Writ
The pltf appears by John Phelps Gent his Attr and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y s'd Bildad recover against
the said Cephas two pounds 10/11½ of lawful mony damages and Cost
of Court taxed at one pound 17/4 and therefore &c Execon is 19th Octo 1769

Dix Moses Dix of Wethersfield in y County of Hartford Colony of Connecticutt yeoman
vs pltf vs Ebenezer Bardwell late of Hatfield in y County of Hampshire Gent Deft
Bardwell in a plea of the Case for that said Ebenezer at Springfield on y 26th Day of
103 June 1762 by his Note of that date for Value Rec promised one Samuel
Cook to pay him or order three pounds 1/9 lawful mony on demand
with Interest &c and afterwards the said Samuel by his Indorsment
ordered y said Ebenezer to pay y Contents of said Note then wholly due
to said Moses whereof said Ebenezer instantly had notice and in
Consideration thereof said Ebenezer promised said Moses to pay him
the same on demand &c as in the Writ — The pltf appears by John
Phelps Gent his Attr and y Deft being three times publickly called
makes default of appearance in Court — It is therefore considered
by y Court that y said Moses do recover against y s'd Ebenezer four pounds 0/3½
of lawful mony damages & Cost of Court taxed at two pounds 8/2 & thereof &c
Execon is 18th Octo 1769

Palmer Jud. Judah Palmer Junr of Westfield in y County of Hampshire yeoman pltf
vs John Wood of Northampton in s'd County yeoman Deft in a plea of Case for that
Wood said John at s'd Westfield on y 24th Day of Decr 1768 by one note of that
104 date for value Rec promised s'd Judah to pay him seven pounds lawful mony
in three months with Interest &c and also for that s'd Judah at s'd Westfield
on y 24th Day of Decr 1768 by one other note for value Rec promised s'd Judah
to pay him seven pounds within six months with Interest Yea'ing Writ
The pltf being three times publickly called to come and prosecute his
Action is Nonsuit and Deft Defaulted and y Action is dismissed

Smith Martin Smith of Westfield in y County of Hampshire yeoman pltf vs David
vs Noble of Pittsfield in y County of Berkshire yeoman Deft in a plea of Case
Noble for that said David at Springfield on y last day of May last being
105 justly indebted to said Martin in y Sum of three pounds 6/9 for divers
Articles of Book Act according to y Schedule annexed to y Writ and being
so Indebted said David then and there in Consideration thereof promised
said Martin to pay him y same on demand &c as in y Writ — The pltf appears
by John Phelps Gent his Attr and y Deft being three times publickly called
makes default of appearance in Court — It is therefore considered by y
Court that y said Martin recover against y s'd David three pounds 6/9 of lawful
mony damages and Cost of Court taxed at two pounds 16/7 and thereof &c
Execon is 28th Septr 1769

Bethesda Sackett of Westfield in the County of Hampshire widow pltt vs David Black of Sandisfield in y County of Berkshire Gentn Deft in a plea of y Case for that said David at Westfield on y 17th Day of July 1767 by his Note of that date for Value rec promised said Bethesda to pay her two Thousand & half of Merchantable Shingles on or before y month of Feby then next And said Bethesda say y Shingles afores at Westfield afores were worth 20/ by y Thousand amounting in y Whole to 45/ &c as in the Writ

Sackett vs Black 10/6

The pltt appears by John Phelps Gentn her Attr and y Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by y Court that y said Bethesda recover against y said David two pounds 5/ of lawful money damages & Cost of Court taxed at one pound 17/0 thereof &c Execon is Nov 1st 1769

Bethesda Sackett of Westfield in y County of Hampshire Widow pltt vs Nathaniel Pease of Blandford in y County afores yeoman Deft in a plea of the Case for that y said Nathaniel at said Blandford on y 21st Day of August A D 1767 by his Note of that date for Value there rec promised y said Bethesda to pay pay her or order the Sum of forty four pounds 0/0 Lawful money on demand with y Lawful Interest thereof till paid Yet y said Nathaniel tho often thereto requested hath not performed his said promise But he unjustly neglects it To y Damage of y s Bethesda thirty five pounds — The pltt appears by John Phelps Gentn her Attr and y Deft being three times publickly called makes default of appearance in Court

Idem vs Pease 10/

His therefore considered by y Court that y said Bethesda recover against y said Nathaniel twenty eight pounds 12/9½ of Lawful money damages and Cost of Court taxed at one pound 11/10 and thereof &c

The said Nathll afterwards at this Term comes here by John Worthington Esq his Attr and appeals from y Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on y Fourth Tuesday of September next and he recognizes with Sureties as y Law directs for y said Nathll prosecuting the appeal with Effect as by said Recognizance as on file it appears

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Samuel Thrall of Granville in y County of Hampshire yeoman pltt vs Samuel Hains yeoman and Jonah Phelps yeoman both of Westfield in y County afores Defts in a plea of y Case for that s d Hains & Phelps by their Joint note on y Seventeenth day of Nov 1767 at Westfield afores for Value rec promised said Thrall to pay him two pounds 7/ Lawful money on or before the fifteenth day of July then next with Interest from y Date till paid &c as in the Writ

Thrall vs Phelps 10/

The pltt appears by John Phelps Gentn his Attorney and y Deft being three times publickly called make default of appearance in Court

His therefore considered by y Court that y s d Thrall recover against the said Hains and Phelps two pounds 9/8½ of Lawful money damages & Cost of Court taxed at one pound 18/ thereof &c Exid 18th Octo 1769

Jonathan Preston of Suffield in y County of Hampshire yeoman pltt vs John Hansford of Pittsfield in y County of Berkshire yeoman Deft in a plea of y Case for that said John at Pittsfield afores on the Thirteenth day of March last past by his Note of that date for Value rec promised said Jonathan to pay him four pounds at or before the first day of May then next with Interest from time of payment till paid &c as in the Writ — The pltt appears by John Phelps Gentn his Attorney and y Deft being three times publickly called makes default of appearance in Court — His therefore considered by y Court that y said Jonathan recover against y s d John four pounds 17/6½ of Lawful money damages Cost of Court taxed at one pound 19/8 and thereof &c Exion is 1st Nov 1769

Preston vs Hansford 10/

144 Daniel Leonard of Springfield in y County of Hampshire yeoman pltff
Leonard vs John Winchel of said Springfield yeoman Deft in a plea of Trespass upon
vs Case for that said John at said Springfield on y 24th Day of March 1769
Winchel by his Note of that date for Value rec promised said Daniel to pay
him Sixteen pounds 16/11 on demand with Interest &c as in y Writ
The parties come here by their Counsel and humbly pray that
W the case may be continued until the next Term and it is granted them
and the said parties have a day &c until y second Tuesday of
Nov next Ensuing

Pettebone Ozias Pettebone of Simsbury in y County of Hartford and Colony of
vs Connecticutt Gent pltf vs Samuel Hains of Westfield in y County of
Hains Hampshire yeoman Deft in a plea of y Case for that s Sam'l at s Westfield
W on y last day of July last past being indebted to y pltf in y Sum of
three pounds 13/6 for sundry Articles of Cloth according to y Schedule
annexed to y Writ said Samuel in Consideration thereof promised y
pltf to pay him y Same on demand &c as in the Writ
The pltf appears by John Phelps Gent his Attr and y Deft being
three times publickly called makes Default of appearance in Court
It is therefore considered by y Court that y s Ozias recover against
the said Samuel three pounds 13/6 of lawful mony damages & Cost
of Court taxed at one pound 18/8 & there of &c Exon is 18th Oct 1769

Brewer Charles Brewer of Springfield in y County of Hampshire yeoman pltf vs
vs Charles Colton of s Springfield yeoman Deft in a plea of y Case for that
Colton said Colton at said Springfield on y Eighth day of March 1766 by his
W3 Note of that date for Value rec promised y pltf to pay him three
pounds within one month from y Date thereof with Lawful Interest
for y Same from y time of payment till paid, Yet said Colton tho often
requested tho often requested hath not paid to Brewer y same or any
penny thereof But neglects and refuses to do it To y Damage of said
Brewer four pounds — The pltf appears by Moses Bliss Esqr his
Attr and y Deft being three times publickly called makes default of
appearance in Court, It is therefore considered by y Court that y s
Brewer recover against y said Colton three pounds 12/2 3/4 of lawful mony
damages and Cost of Court taxed at one pound 8/8, and there of &c
The s Charles Colton afterwards comes here at this Term in his proper person
and appeals from y judgment of this Court to y Superiour Court of
Judicature to be holden at Springfield in and for y County of Hampshire
on y fourth Tuesday of September next Ensuing And he recognizes with
Sureties as y Law directs for his prosecuting his appeal with Effect as
by said Recognizance as on file it appears

Usworth Nathaniel Usworth of East Windsor in y County of Hartford Colony of Connecticutt
vs yeoman pltf vs Benjamin Wait Junr of Springfield in y County of Hampshire
Wait yeoman Deft in a plea of y Case for that said Benja at Springfield on y
W4 first day of August 1767 by his note of that date for Value rec promised
s Nathll to pay him ten pounds 10/ on demand with Interest &c as in y Writ
The pltf appears by Moses Bliss Esqr his Attr and y Deft being three times
publickly called makes default of appearance in Court &c It is therefore
considered by y Court that y said Nathll recover against y s Benja Usworth
pounds 12/3 1/2 of lawful mony damages & Cost of Court taxed at one pound
14/8 and there of &c Exon is 22d Sept 1769

McKingstry John McKingstry of Springfield in y County of Hampshire Clerk pltf vs
vs Francis Newton of Granby in said County yeoman Deft in a plea of
Newton Case for that said Francis at s Springfield on y 18th Day of April
W5 1767 by his Note of that date for Value rec promised s John to pay
him six pounds 13/11 on demand with Interest &c as in y Writ
The pltf appears by Moses Bliss Esqr his Attr and y Deft being three
times publickly called makes default of appearance in Court It is
therefore considered by y Court that y said John recover against s Francis
seven pounds 13/3 1/2 of lawful mony damages and Cost of Court taxed at
one pound 12/2 and there of &c Exon is 18th Oct 1769

John Isham of East Windsor in y County of Hartford in y Colony of Connecticut yeoman pltt vs Reuben Taylor and Oliver Taylor both of South Hadley in y County of Hampshire yeomen Defts in a plea of y Case for that said Reuben and Oliver at Springfield on y Seventh day of April 1769 by their note of that date for Valued rec promised said John to pay him Ten pounds 10/0 money worth of good rum Sugar or Molasses at money price to be delivered at y house of John Jones of Hartford on or before y first day of Octo then next with Interest after said time of payment till paid &c as in y Writ — The pltt appears by Moses Bliss Esq his Attor and y Defts being three times publickly called make default of appearance in Court — It is therefore considered by y Court that y said John do recover against y said Reuben and Oliver ten pounds 10/0 of lawful money damages and Cost of Court taxed at one pound 18/ thereof &c Exon in 22d Septr 1769

Isham
vt
Taylor &c
Wt

Allyn Stillman of Wethersfield in y County of Hartford & Colony of Connecticutt yeoman pltt vs Elijah Leonard of Springfield in y County of Hampshire yeoman Deft in a plea of y Case for said Elijah at said Springfield on y fifth day of August 1769 by his Note of that date for Valued promised Allyn to pay him five pounds 10/ lawful money whenever he should be thereto required with Interest till paid &c as in y Writ — The pltt appears by Moses Bliss Esq his Attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Allyn recover against y said Elijah four pounds 2/ 6/ of lawful money damages & Cost of Court taxed at one pound 18/10 thereof &c — Exon in 22d Septr 1769

Stillman
vt
Leonard
Wt

Moses Bliss of Springfield in y County of Hampshire Esq pltt vs Robert Work of Hardwick in y County of Worcester yeoman Deft in a plea of y Case for that said Robert at said Springfield on y 21st Day of August 1769 by his Note of that date for Valued rec promised said Moses to pay him 7/3 1/2 on demand with Interest Also for that said Robert at said Springfield on the twenty first day of April 1768 by his Note of that date for Valued rec promised said Moses to pay him 36/0 by y twentieth day of August then next with Interest till paid And also for that said Robert there at said Springfield on y same day of said April by his other note of that date for Valued rec promised said Moses to pay him 30/ by the same twentieth day of August last past with Interest till paid, And also for that said Robert there at said Springfield on said Day of said april by his other note of that date for Valued rec promised said Moses to pay him 11/ by y twentieth day of said August with Interest &c as in y Writ The pltt appears in his proper person and y Deft being three times publickly called makes default of appearance in Court wherefore it is considered by y Court that y said Moses recover against y said Robert four pounds 12/ 10 1/2 of lawful mony damages & Cost of Court taxed at one pound 13/10 thereof &c — Exon in 24th Septr 1769

Bliss Esq
vt
Work
11 9

Simeon Dewey of Springfield in y County of Hampshire yeoman pltt vs Moses Prentice of Belchertown in y County aforesaid yeoman Deft in a plea of y Case for that said Moses at said Springfield on y twenty sixth day of January last past by his Note of that date for Valued rec promised said Simeon to pay him two pounds lawful mony on demand with Interest &c as in the Writ

The pltt appears by Moses Bliss Esq his Attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Simeon recover against y said Moses two pounds 12/ 10 1/2 of lawful mony damages and Cost of Court taxed at one pound 11/ thereof &c — Exon in 24th Septr 1769

Dewey
vt
Prentice
12 0

446 John Werthington Esq Charles Pynchon Physician Jonathan Dwight
Shopkeeper and Elizabeth Dwight Gentlewoman all of Springfield
Dwight Admr in y County of Hampshire Executors of y last will & Testament
Exctrs vs of Josiah Dwight Esq late of said Springfield Dec pltts vs Benjamin
Bond Bond of Brimfield in y County aforesd yeoman Deft in a plea
of the Case for that said Benjamin at said Springfield on y twenty
sixth day of May 1766 by his note of that date for Value Rec promised
Pltt said Josiah then living to pay him two pounds 12/ lawfulmony
in three months with Interest till paid, And also for that said
Benjamin at said Springfield on y 26th Day of s[d] May by his
other note of that date for Value Rec promised s[d] Josiah then living
to pay him two pounds 12/ within six month with interest as in y Writ
The pltts appears by Moses Bliss Esq their Attr and y Deft being
three times publickly called makes default of appearance in
Court it is therefore considered by y Court that y said John, Charles
Jonathan and Elizabeth Executors as aforesd recover against the said
Benjamin five pounds 16/2 1/2 of lawful mony damages & Cost
of Court taxed at one pound 12/2 & there of Exc[on] is 22d Sept[r] 1769

Brech Robert Breck of Northampton in y County of Hampshire Gent[n]
pltt vs Isaac Cotton of Palmer in y County aforesd Gent[n] Deft in a plea
Cotton of the Case for that said Isaac at s[d] Springfield on y twenty seventh
day of August 1768 by his Note of that date for Value Rec promised
Pltt said Robert to pay him six pounds lawful money on demand with
Interest till paid &c as in y Writ — & the pltt appears by Moses
Bliss Esq his Attr and y Deft being three times publickly called
makes default of appearance in Court — It is therefore considered
by y Court that y said Robert recover against y[e] s[d] Isaac Seven pound 16/
lawfulmony damages and Cost of Court taxed at one pound 16/ & there of Exc[on]
is 10th Oct[r] 1769

Bliss Jedediah Bliss of Springfield in y County of Hampshire Gent[n] pltt vs
vs Jabez Hancock of said Springfield yeoman Deft in a plea of y Case
Hancock for that said Jabez at said Springfield on y Sixteenth day of April
1768 by his Note of that date of that date for Value Rec promised
Pltt said Jedediah to pay him three pounds lawful mony on demand
with Interest till paid &c as in y Writ — & the pltt appears by
Moses Bliss Esq his Attr and y Deft being three times publickly
called makes default of appearance in Court — It is therefore
considered by y Court that y said Jedediah recover against y said
Jabez four pounds 2/10 of lawful mony damages and Cost of Court
taxed at one pound 6/2 & there of Exc[on] is 3d July 1770

Sanderson Rebekah Sanderson of Springfield in y County of Hampshire Spinster
vs pltt vs George Pynchon of said Springfield Gent[n] Administrator of
Harmon, Adm[r] all & singular the Goods & Chattels rights and Credits which were John
Harmons late of said Springfield Dec[d] Deft in a plea of y Case for that
Pltt said John at said Springfield on y tenth day of April last past
was Justly indebted to y said Rebekah in y Sum of Eighty four pounds
6/4 Lawful money according to y Act annexed to y Writ for Labour
and Service there before that Time done & performed by her the said
Rebekah for him y said John at his special Instance and request
in Consideration thereof said John Harmon then living promised
said Rebekah to pay her the same whenever after he should be thereto
required — & also for that whereas y said Rebekah at y special
Instance and request of him y said John at Springfield aforesaid
on y same Tenth day of said April had before that Time done & performed
other Work and Service for him y said John than that in Act before mentioned
contained and had served him other three years & two months in
Consideration

Consideration thereof he ysaid John in his Life Time there & there promised the said Rebekah to content and pay her so much money as she deserved to have ~~therefor~~ and the said Rebekah in fact says she deserved to have for her said Labour and Service last mentioned one other sum of Eighty four pounds L.M. Lawful money whereof he he ysaid John then and there instantly had notice of yet ysd Rebekah yet said John thō often thereto requested hath not paid ysd Rebekah either of said Sums or any penny whilst he lived neither hath ysd George since ye Death of ysd John ever paid said Rebekah either of said Sums or any penny thereof tho often thereto requested but he hitherto hath and still neglects and refuses to ~~do~~ pay him the same To yd Damage of ysd Rebekah one hundred & Seventy pounds

The pltf by Moses Bliss Esq her Attr and ydeft in his proper person now come here and refer this Case to yd final determination and Award of Messieurs Jonathan White John Morgan & Rhineas Chapin all of Springfield aforesd or any two of them Arbitrators mutually Elected by ysaid parties to be made upon ye premises and returned into this Court so soon as may and ysd parties have a day before the Lord ye King until ye second Tuesday of November next

1447
Sandbo
vs
Harmon
Admr

Rhinehas Stedman of Springfield in ye County of Hampshire yeoman pltf vs Charles Cotton of Springfield aforesd yeoman Deft in a plea of the Case for that said Charles at said Springfield on ye first day of July last past was justly indebted to said Rhinehas in the Sum of 5£ 5s for ye Hire of his Horse a Journey according to ye Acct annexed to yd Writ in consideration thereof said Charles then and there promised said Rhinehas to pay him ysame on demand Yet said Charles thō often thereto requested hath not paid said Rhinehas ysame or any penny thereof But neglects and refuses to pay him ysame To yd Damage of said Rhinehas the sum of three pounds

Stedman
vs
Cotton
N.E.

The before named Persons come here in their proper persons and refer the Case to Messieurs Abner Smith, Luke Bliss and Moses Church all of Springfield aforesaid or any two of them Arbitrators mutually Elected by ysaid parties whose determination and award or that of any two of them to be made upon ye premises and returned into this Court so soon as may be, is to be final — and ysd parties have a day before ye Lord ye King until ye second Tuesday of Nov next Ensuing

Thomas Colton of Springfield in ye County of Hampshire yeoman pltf vs Charles Colton of said Springfield yeoman Deft in a plea of ye Case for that said Charles at said Springfield on ye thirteenth day of June 1765 by his Note of that date for Value rec promised ye Thomas to pay him Twenty pounds Lawful money in one month from ye date thereof. Yet said Charles thō often thereto requested hath not paid said Thomas ysame or any penny thereof But hitherto hath and still neglects & refuses to pay him ysame To yd Damage of ysd said Thomas Twenty pounds — The pltf appears by Moses Bliss Esq his Attr and ydeft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ysaid Thomas recover against ysaid Charles Ten pounds of Lawful money damages Cost of Court taxed at one pound 9s 10d thereof &c

Colton
vs
Colton
N.E.

The said Charles afterwards at this Term comes here in his proper person and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye Fourth Tuesday of September next and he recognizes with Sureties as ye Law directs for his prosecuting of appeal with Effect as by ye Recognizance on file it appears

1 Lib
Church
vs
Bates
Writ

Moses Church of Springfield in y County of Hampshire yeoman
pltt vs Thomas Bates of said Springfield yeoman Deft in a plea of
the Case for that said Thomas at said Springfield on y twelfth day
of Octo last past by his Note of that date for Value rec promised
Charles to pay him or his order Twenty five pounds lawfulmony
on demand with Interest till paid and afterwards on y same
day of said Octo at said Springfield no part of said Note having
been paid by said Thomas to said Charles he y said Charles
assigned y same note over to y said Charles and by his Indorsment
ordered him y said Thomas to pay y Contents of said Note to
said Moses or his order of all which said Moses then & there instantly
gave said Thomas notice by reason of all which said Thomas
became chargeable to pay y Contents of y same note to Moses in
Consideration said Thomas promised said Moses to pay him the
Contents thereof accordingly on demand &c as in the Writ
The pltt appears by Moses Bliss Esq his Attr and y Deft being
three times publickly called makes default of appearance in Court
His therefore considered by y Court that y said Moses recover
against y said Thomas twenty six pounds y/l of lawful money
damages and Cost of Court taxed at one pound 8/ & thereof &c
Exon is 22 Sept 1766

Worthington
Esq &c
vs
Chapin
Writ

John Worthington Esq Charles Pynchon Physician Jonathan Dwight
Shopkeeper and Elizabeth Dwight widow & Gentlewoman pltts vs
Miriam Chapin of said Springfield Gentlewoman Deft in a plea of
the Case for that said Miriam at said Springfield on y 21st Day of
July 1766 by her note of that date for Value rec promised s[aid] Josiah
then living to pay him Fourteen pounds 13/6 on demand with Interest
&c as in the Writ — The pltts appear by Moses Bliss Esq their Attr
and the Deft being three times publickly called makes default of
appearance in Court — His therefore considered by y Court that y
said John, Charles, Jonathan & Elizabeth recover against y s[aid] Miriam
fifteen pounds 18/0½ of lawful money damages and Cost of Court
taxed at one pound 6/8 and thereof &c

Hills
et
Strong
Writ

John Hill of East Windsor in y County of Hartford in y Colony of Connecticut
yeoman pltt vs Aaron Strong of Springfield in y County of Hampshire
yeoman Deft in a plea of y Case for that said Aaron at s[aid] Springfield
on y 10th Day of March last past by his note of that date for Value
rec promised said John to pay him three pounds 10/ lawful mony
on demand with Interest till paid &c as in y Writ
The pltt appears by Moses Bliss Esq his Attr and y Deft being three
times publickly called makes default of appearance in Court
His therefore considered by y Court that y s[aid] John recover against
the said Aaron four pounds 0/2 of lawful mony damages & Cost
of Court taxed at one pound 12/ thereof &c Exon is 22 Sept 1766

Pynchon
et
Bliss 2
130

George Pynchon of Springfield in y County of Hampshire Gent pltt vs
Samuel Bliss y second of s[aid] Springfield yeoman Deft in a plea of Case
for that said George & said Samuel at s[aid] Springfield on y 28th day of
August 1765 accounted together concerning divers sums of money before
that time due from s[aid] George and upon such Act stated s[aid] Samuel was found
in arrear to said George in y Sum of 58/2 said Samuel then & there in
Consideration thereof by his certain writing promised s[aid] George to pay
him y same on demand with Interest till paid &c as in the Writ
The pltt appears by Moses Bliss Esq his Attr and y Deft being three times
publickly called makes default of appearance in Court
His therefore considered by y Court that ~~y said Court that~~ y s[aid] George
recover against y said Samuel three pounds 5/3 of lawful mony damages & Cost of
Court taxed at one pound 6/3 thereof &c — Exon is 22 Sept 1766

George Pynchon of Springfield in y County of Hampshire Gent^tt Pltff 129
Jabez Hancock of said Springfield yeoman Deft in a plea of y Case for Pynchon
that s^d Jabez at said Springfield on y fifteenth day of April 1763 by v
his Note by that date for Value rec^d promised s^d George to pay him Hancock
twelve shillings one penny half penny on demand with Interest
till paid And also for that said George Jabez at Springfield on y 131
Eighth day of November 1763 by his Note of that date for Value
rec^d promised said George to pay him 19/6 money on demande
with Interest till paid and also for that said Jabez at Springfield
ony^d 31st Day of August 1763 by his other note of that date for
Value rec^d promised said George to pay him seven shillings six
pence mony on demand with Interest till paid &c as in y Writ
The pl^tff appears by Moses Bliss Esq his Att^y and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said George recover
against y said Jabez two pounds 10/11 ½ of lawful mony damages
& Cost of Court taxed at one pound 9/4 and thereof &c
Excon is 22^d Septr 1763

George Hitchcock of Springfield in y County of Hampshire Gentlm Pltff Hitch
Daniel Lamb of said Springfield yeoman Deft in a plea of y Case for that v
said Daniel at said Springfield on y thirteenth day of April 1762 by Lamb
his Note of that date for Value rec promised said George to pay him
two pounds L^d lawful mony on demand with Interest &c as in y Writ 132
The pl^tff appears by Moses Bliss Esqr his Att^y and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said George recover against
the said Daniel forty pounds N^E lawful mony damages & Cost of
Court taxed at one pound 9/4 & thereof &c Excon is 22^d Septr 1763

Benjamin Ely of Springfield in y County of Hampshire yeoman pltff Ely
Ebenezer Seaver of Cambridge in y County of Middlesex Husbandman v
Deft in a plea of y Case for that said Ebenezer on y fourth day of April Seaver
last past at Springfield aforesd by his Note of that date for Value rec^d 134
promised said Benjamin to pay him Eleven pounds 11/2½ lawful
money with Int till paid &c as in y Writ — The pl^tff appears
by Jonathan Bliss Gentn his Att^y and y Deft being three times
publickly called makes default of appearance in Court It is
therefore considered by y Court that y said Benjamin recover against
y said Ebenezer Eleven pounds 10/11 of lawful money damages & Cost
of Court taxed at two pound 8/6 and thereof &c Exon is Septr 13th 1763

George Pynchon of Springfield in y County of Hampshire Gentlm pltff Pynchon
Benjamin Colton of said Springfield yeoman Deft in a plea of Ejectment v
wherein he demands against y said Benjamin Colton a Mesuage Colton
and Tract of Land in Springfield aforesd containing about two Hundred 133
and thirty Acres being the dwelling House and Farm adjacent whereon
said Benjamin Colton dwelt and called y said Benjamins Farm, Also
all y Lands which on y 22^d day of March 1763 be longed to said Benjamin
being in ye second or middle division of ye Meadow commons on
East side of Connecticutt river in Springfield aforesd where said
Benjamin then dwelt which he was then in possession of with y
House thereon & y same Lands in Quantity more or less bounded
as by Sundry deeds thereof Together with y Grants thereof as on Record
may appear with their appurtenances And whereupon s^d George
says that said Benjamin being seized of ye Mesuages Farm Lands
and Tenements aforesaid with their appurtenances on y 2^d day of
March

450

Pynchon
vt
Cotton

March y/13 at said Springfield by his deed of that date in Court to be produced for ye Consideration of Ninety nine pounds granted and conveyed ye same to ye said George &c as in the Writ

The pltt appears by Jonathan Bliss Gent^r his Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said George recover against ye said Benjamin the Lands and Tenaments demanded with the Appurtenances in this case and the sum of one Hundred twenty seven pounds of lawful money Debt ~~and Cost of Court Hundred one~~ not ~~pounds to be~~ paid by ye said Benjamin to the said George within two months ~~from~~ the pltt may have his Execution for the Tenements demanded &c and ~~Costs taxed at~~ for Costs taxed at £1.19.—

Pynchon
vt
Hitchcock

George Pynchon of Springfield in ye County of Hampshire Gent pltt vs Ebenezer Hitchcock of said Springfield yeoman Deft in a plea of ye Case for that said Ebenezer on ye 25th Day of June y^r of L^d at Springfield aforesd by his Note for Value rec^d promised s^d George to pay him or order five pounds L^s lawful money on demand with Interest till paid &c as in ye Writ — The pltt appears by Jonathan Bliss Gent^r his Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said George recover against ye said Ebenezer five pounds 13/11½ of lawful money damages and Cost of Court taxed at one pound 8/10 thereof &c

Exon is 22^d Septr 1769

Dwight Esqr Exec^rs
vs
Cutler

John Worthington Esqr Charles Pynchon Physician Jonathan Dwight Shopkeeper and Elizabeth Dwight Widow all of Springfield in the County of Hampshire Executors of ye last Will and Testament of Josiah Dwight late of Springfield aforesd Esqr Dec^d pltts vs David Cutler of Greenwich in ye County aforesaid yeoman Deft in a plea of Case for that ye said David on the thirtieth day of August last past at Springfield aforesaid by his Note of that date for Value rec^d promised said Josiah then living to pay him or order 10/ lawful money on demand with Interest till paid, and also for that said David on ye Eleventh day of May last past at said Springfield by his other note for Value rec^d promised said John, Charles, Jon^a and Elizabeth to pay them as Executors of ye last Will and Testament of said Josiah Dec^d or order the sum of two pounds 10/ lawful money on or before the Tenth day of June then next with Interest for ye same from that time till paid &c as in ye Writ

The pltts appear by Jonathan Bliss Gent^r their Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Executors recover against ye said David three pounds 6/10 of lawful money damages and Cost of Court taxed at one pound 12/10 and thereof &c

Exec^rs is Septr 11th 1769

Williston
vt
Andrews

Thomas Stebbins Williston of Springfield in ye County of Hampshire Yeoman pltt vs Thomas Andrews of Ware in ye County aforesaid yeoman Deft in a plea of ye Case for that said Andrews on ye 12th day of August 1769 at Springfield aforesd by his Note for Value rec^d promised s^d Williston to pay him or order three pounds lawful money in six months with Interest & also for that s^d Andrews on ye 29th Day of August last by his other note for Value rec^d promised ye pltt to pay him or order 33/ lawful money on demand with Interest till paid (And also for that s^d Andrews on ye same day by his other note for Value rec^d promised ye pltt to pay him 33/ like money on demand with Interest &c as in ye Writ —

The pltt appears by Jonathan Bliss Gent^r his Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye s^d Williston recover against ye said Andrews three pounds 11/3 of lawful money damages & Cost of Court taxed at one pound 11/0 thereof &c — Exec^n is 18th Octr 1769

George Hitchcock of Springfield in y County of Hampshire yeoman
pltf vs Oliver Gaylord of South Hadley in y said County yeoman Deft
in a plea of y Case for that said Oliver on y 30th day of March last
past at Springfield agreed by his Note of that date for value rec'd
promised said George to pay him two pounds O/ lawful money
worth of Cags or Boards by y first day of June then next with
Interest till paid &c as in y Writ — The pltf appears by
Jonathan Bliss Gent his Attr and y Deft being three times
publickly called makes default of appearance in Court It is
therefore considered by y Court that y said George recover against
the said Oliver two pounds O/ lawful money damages
and Cost of Court taxed at one pound 10/ and thereof &c

Hitchcock vt Gaylord — 4 3r — 1 1/3 — 1 — 1 — 1

1752

Hitchcock vt Rugg

142

George Hitchcock of Springfield in y County of Hampshire yeoman pltt vs John Rugg of South Hadley in y said County yeoman Deft in a plea of the Case for that said John on y 16th Day of May last past at Springfield aforesd by his Note of that date for Value rec promised said George to pay him Seven pounds 3/4 Lawful money by y 13th day of June then next with Interest till paid &c as in the Writ

The pltt appears by Jonathan Bliss Gentn his Attv & y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said George recover against the said John three pounds 0/7 1/2 of lawful mony damages & Cost of Court taxed at one pound 10/1 whereof &c Execn is 11th Septr inst

Bliss vt Glover

143

Luke Bliss of Springfield in y County of Hampshire Gentn pltt vs Samuel Glover of Wilbraham in y ___ County aforesd yeoman Deft in a plea of the Case for that said Samuel on y 29th day of August last at Springfield aforesd by his note for Value rec promised s Luke to pay him Six pounds 10/4 Lawful money on demand with Interest &c as in y Writ

The pltt appears by Jonathan Bliss Gentn his Attv & y Deft being three times publickly called makes default of appearance in Ct

It is therefore considered by y Court that s Luke recover against the said Samuel Six pounds 13/11 of lawful mony damages & Cost of Court taxed at one pound 10/0 whereof &c Execn is 11th Septr inst

Bliss vt Lamb

144

Luke Bliss of Springfield in y County of Hampshire Gentn pltt vs Daniel Lamb of said Springfield yeoman Deft in a plea of y Case for that said Daniel on y ninth day of Feby inst at said Springfield by his Note of y date for Value rec promised said Luke one Lewis Bliss then of said Springfield now dec to pay them Eleven pounds 10/0 of Lawful money on demand with Interest till paid, and also for that said Daniel on y first day of July instant at Springfield aforesaid being indebted to said Luke in y Sum of Six pounds 6/6 like mony to balance Accts according to y Act annexed to y Writ said Daniel in Consideration thereof promised said Luke to pay him y same on demand &c as in y Writ

The pltt appears by Jonathan Bliss Gentn his Attv and y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said Luke recover against the said Daniel Twenty pounds 2/11 1/2 of lawful mony damages & Cost of Court taxed at one pound 0/4 whereof &c Execn is 11th Septr inst

Hitchcock vt Pynchon

145

George Hitchcock of Springfield in y County of Hampshire yeoman pltt vs George Pynchon of said Springfield Gentn Deft in a plea of the Case for that the said George Pynchon on y 21st Day of July instant at Springfield aforesaid being indebted to y said George Hitchcock in y Sum of Two Hundred and two pounds 18/4 lawful mony for twenty eight Oxen by y said George Hitchcock at y special instance and request of y said George Pynchon there bargained and delivered to the said George Pynchon and being so indebted he y said George Pynchon then and there in Consideration thereof promised y said George Hitchcock to pay him y same on demand, And also for that y said George Pynchon there afterwards on y same day being indebted to y said George Hitchcock in y further Sum of Twenty pounds like money for sundry other Goods, Wares and Merchandizes then and there sold and delivered to him and for Work Labour & Service there before that time done and performed by y said George Hitchcock for y said George Pynchon at his like special Instance & request he y said George Pynchon then and there in Consideration thereof promised y said George Hitchcock to pay him y same on demand And also for that the said George Pynchon there afterwards on y same day being indebted to y said George Hitchcock in y further sum of two Hundred pounds like money for so much money of the said George Hitchcock by y said George Pynchon for y use of y said George Hitch[illegible]

There before that Time had & Rec^d he ye said George Pynchon then & there in Consideration thereof promised ye said George Hitchcock to pay him the same Sum on demand, And also for that ye said George Pynchon then afterwards on ye same day being indebted to ye said George Hitchcock in another Sum of two Hundred pounds like money for so much money by ye said George Hitchcock for ye said George Pynchon & his use at his like special Instance and Request there before that Time paid, laid out and Expended he the said George Pynchon then and there in Consideration thereof promised ye said George Hitchcock to pay him ye Same on demand, Yet ye said George Pynchon tho often requested hath not paid ye several sums aforesaid nor either of them nor any thereof But he neglects & Refuses to do it — To ye Damage of ye Pl^t George Hitchcock the sum of Three Hundred pounds

The pltt appears by Jonathan Bliss Gentn and ye Defts comes here into Court and humbly prays that ye Case may be continued until ye next Term for want of a material Witness and it is granted him and ye Case is continued until ye next Term and ye said parties have a further day &c until ye Second Tuesday of November next Ensuing

Chapin
Appt vs
Chapin
Pltf

Abel Chapin ye Younger of Springfield in ye County of Hampshire Husbandman Appt vs Seth Chapin of said Springfield, Appellee from the judgment of Moses Bliss Esq one of his Majesty's Justices of the peace for the County of Hampshire rendered by him at a Trial of an Action before him on the on ye 29th Day of August 1769 wherein the said Seth was pltf and ye said Abel Deft in a plea of Trespass for his the said Abel with Force and Arms Hunting & Chasing ye Cattle to wit two Oxen, three Cows & three Steers of ye pltf by him set & with his Dogs driving them into ye Water in Chicopie River & keeping them in ye Water there swimming them about several Hours pelting them with Stones Clubs and Sticks and greatly worrying and Fatiguing them all so that each of them was thereby made worse the sum of 15^s and breaking ye Shoulder of one of said Steers of ye Value of 30^s so that he was thereby wholly spoiled and made useless and many other Enormities doing against ye Pltf contrary to Law & against ye Kings peace and damage of the pltf forty Shillings — At which Trial ye pltf appeared in his proper person and the Deft came by his Guardian Ephraim Chapin & being admitted to defend said Abel in this Action and pleaded reserving Liberty of giving any special matter in Evidence under ye General Issue that he is not guilty in manner and form as the pltf hath alledged and thereof prayed Judgment and ye pltf likewise whereupon ye Parties were fully heard with their Allegations and it appeared to Justice that said Abel is guilty of ye Trespass complained of in part that is to say of Chasing Worrying &c and as to ye residue of ye Trespass ye said Abel is not guilty whereupon it was considered by ye Justice that the said Seth should recover against s^d Abel ye Lawful money damages and Cost of Suit taxed at 22^s 5^d & after which said Abel by his Guardian afores^d appealed from ye Judgment of said Justice to this Court and Entered into bonds to prosecute &c — And ye said parties now come here by their respective Attornies and refer the Case to ye final determination and Award of Messrs Nathaniel Brewer John Morgan & Reuben Bliss all of said Springfield or any two them Arbitrators mutually Elected by ye Parties & to be made upon ye premises and returned into this Court as soon as may be, And the said parties have a day before the Lord the King here until the second Tuesday of November next Ensuing

1541 Pynchon vs Jones

George Pynchon of Springfield in y County of Hampshire Gent pltf vs Benjamin Jones of said Springfield yeoman Deft in a plea of y Case for that whereas at said Springfield on y first day of August 1769 said Benjamin and George accounted together for several sums of Money from said Benjamin before that time due to y pltf then being in Arrear upon that Act said Benja was found in Arrear to y pltf in y Sum of Ten pounds 13/11 being so found in Arrear said Benja afterwards on y same day of August in consideration thereof undertook and to y pltf promised that he y said Benjamin y same Sum of Ten pounds 13/11 to y pltf whenever he should be afterwards Requested would pay with y Lawful Interest till paid &c as in y Writ

The pltf appears by John Worthington Esq his Attr & Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said George recover against y said Benjamin Eleven pounds 1/8 lawful money damages & Cost of Court taxed at one pound 9/8 & thereof &c

Execn is 23 Sept 1769

1491 Averell vs Alvord

John Averell of Westminster in y County of Cumberland & Province of New York yeoman pltf vs Elijah Alvord of South Hadley in y County of Hampshire yeoman Deft in a plea of the Case for that said Elijah at Springfield on y 17th Day of May 1768 by his note of that date for Value Rec promised said John to pay him Sixteen pounds lawful money by y first day of May then next with Interest &c as in y Writ

The pltf appears by John Worthington Esq his Attr and y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said John recover against y said Elijah Seventeen pounds 1/8 lawful money damages and Cost of Court taxed at two pounds 11/6 and therefore &c

Execn is 20th Octo 1769

1501 Pynchon vs Sage

George Pynchon of Granville in y County of Hampshire yeoman pltf vs Samuel Sage of Sandisfield in y County of Berkshire yeoman Deft in a plea of y Case for that said Sam[r] at Springfield on y 15th Day of August last past by his Note of that date for Value Rec promised & George to pay him y Value of six pounds in fat Cattle on or before the Tenth day of Oct then next with Interest from y time of payment till paid &c as in y Writ — The pltf appears by John Worthington Esq his Attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said George recover against y said Samuel three pounds 13/ lawful money damages & Cost of Court taxed at one pound 19/6 & thereof &c

Execn is 20th Octo 1769

1511 Eastman vs Hillyard

William Eastman of Granby in y County of Hampshire yeoman pltf vs Joseph Hillyard of South Hadley in said County yeoman Deft in a plea of the Case for that said William Joseph at Springfield on y 28th day of March 1768 by his Note of that date for Value Rec promised & Will[m] to pay him four pounds 13/6 on demand with Interest &c as in y Writ

The pltf appears by John Worthington Esq his Attr & y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Wm recover against y said Joseph Three pounds 19/6 1/2 of lawful money damages & Cost of Court taxed at 1 pound 15/2 &c

Execn is 20th Octo 1769

1521 Parks vs Clark

Elisha Parks of Westfield in y County of Hampshire Gent pltf vs Joseph Clark of Granville in y said County yeoman Deft in a plea of y Case for that said Joseph late of Westfield on y third day of May 1768 by his Note of that date for Value Rec promised & Elisha to pay him thirty seven pounds 13/6 lawful money on demand with Interest And also for that said Joseph at Westfield on y last day of June last owed & Elisha six pounds 13/11 for ballance on Book Acct and then there promised to pay him y same on demand &c as in y Writ — The pltf appears by John Worthington Esq his Attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Elisha recover against y said Joseph forty six pounds 13/1 1/2 of lawful money damages and Cost of Court taxed at one pound 15/6 & thereof &c

Execn is 11th Sept 1769

Samuel Sherman of Ware in y County of Hampshire yeoman ptt vs
Isaac Clark of Hardwick in y County of Worcester yeoman Deftin a plea
of the Case for that said Isaac at Springfield on y 21st day of Octo y 62
by his Note of that date for Value rec promised said Samuel to pay him
fourteen pounds lawful mony on demand with Interest &c as in y Writ
The ptt appears by John Worthington Esq his Attr & y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y Court that y s Samuel recover
against y said Isaac Nineteen pounds 3 lb 4p of lawful mony damages
and Cost of Court taxed at two pounds 0/1 and therefore &c

Sherman vs Clark 153

Execon is 21st Augt y70

George Pynchon of Granville in y County of Hampshire yeoman ptt vs
Samuel Church of said Granville yeoman Deft in a plea of the Case for
that said Samuel at Springfield on y 19th Day of April last past by
his Note of that date for Value rec promised s George to pay him
six pounds 7 lb lawful mony on demand with Interest &c as in y Writ
The ptt appears by John Worthington Esq his Attr and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said George recover
against y said Samuel the Sum of £ of lawful money
damages and Cost of Court taxed at one pound y/ and therefore &c

Pynchon vs Church 155

James Mitchel of Wethersfield in y County of Hartford & Colony of
Connecticutt Gentlm ptt vs John Rugg of South Hadley in y County of
Hampshire yeoman Deft in a plea of the Case for that said John at
Springfield on y seventh day of Nov r y76 by his Note of that date for
Value rec promised said James to pay him twenty nine pounds lf
lawful mony on or before y first day of June then next with Interest
from y time of payment till paid &c as in the Writ
The ptt appears by John Worthington Esq his Attr y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said James recover
against y said John thirty three pounds 1/12 lb of lawful money
damages and Cost of Court taxed at two pounds 0/16 therefore &c

Mitchel vs Rugg 156

Execon is 20th Octo y 69

Phinehas Lyman of Suffield in y County of Hampshire Esq ptt vs
Phinehas Perkins of Granville in y County aforesd yeoman Deft in a
plea of the Case for that whereas at said Springfield on y first day of
June 1769 the said Phinehas Lyman was possessed of one red
Heifer two years old with y Sop of her near Ear frozen & & and with two
half penny Cutts in y off Ear on y upper side of the price of three
pounds and one red and White Steer two years old with a Star in his
forehead and marked with two half penny Cuts on y upper side
of the near Ear of y price of four pounds as of y Goods & Chattels of y
said Phinehas Lyman and being so possessed y ptt there afterward
the y same first day of June casually lost y same Cattle out of
his possession and y same Cattle there afterwards with y same first
day of June by finding came into y hands & possession of y said
Phinehas Perkins, Nevertheless y said Phinehas Perkins all the
time y said Heifer & Steer to belong to y ptt and to be his proper Estate
never delivered the same Cattle to y ptt tho often thereto requested
and particularly at said Springfield on y first day of August
Currant but refused always to deliver them to y ptt there viz at said
Springfield y said first day of August currant and then Converted
them to his own use and still refuses to deliver them to y
ptt To y Damage of y said Phinehas Lyman the sum of
Ten pounds ——— The parties appear and humbly pray
that y Case may be continued until y next Term and it is
granted them and the said parties have further day here in
this Court until y second Tuesday of November next Ensuing

Lyman vs Perkins 157

456 Wells vt Bates Bd

Samuel Wells of Natick in y County of Middlesex Esq ptt vs John Bates Junior of Granville in y County of Hampshire Yeoman Deft in a plea of Tresspass for that y said John at Blanford in said County of Hampshire on y first day of January Anno Dom 1767 and at divers Days and Times between the said first day of January and the last day of March last with force and arms did break and enter one Close of y said Samuel there called Lot No Nine and Ten of the said Samuels Trees there growing of the Value of Ten pounds did with like force and arms cut down & carry away Contrary to Law against our peace and to y damage of said Samuel Wells the sum of Ten pounds — The parties come here by their Counsil and humbly pray that y Case may be continued until the next Term and it is granted them &c

Idem vt Barnes Bd

Samuel Wells of Natick in y County of Middlesex Esq ptt vs Lemuel Barnes of Granville in y County of Hampshire Yeoman Deft in a plea of the Tresspass &c for that y said Lemuel at Blanford in said County of Hampshire on y first day of January Anno Domi 1767 and at divers days & Times between y said first day of Jany and y last day of March last with force and Arms did break and Enter one Close of y said Samuel there called Lot No Nine and Ten of y said Samuels Trees there growing of the Value of Ten pounds did with like force & Arms cut down and carry away Contrary to Law against our peace and to the damage of y said Samuel The sum of Ten pounds

The said parties come here by their respective Attornies and move for a continuance until y Next Term and it is granted them and y said parties have a day before y Bord of King here until y second Tuesday of November next Ensuing

Idem vt Cooke Jun Bd

Samuel Wells of Natick in y County of Middlesex Esq ptt vs Jacob Cooke Jun of Granville in y County of Hampshire yeoman Deft in a plea of Tresspass for that y said Jacob at Blanford in said County of Hampshire on y first day of January 1767 and at divers days & Times between y said first day of January and y last day of March last with force and Arms did break and Enter one Close of y said Samuel there called Lot No Nine and Ten of y said Samuels Trees there growing of y Value of Ten pounds did with like force & Arms cut down and carry away Contrary to Law against our peace and to the damage of y said Samuel The sum of Ten pounds

The said parties come here by their respective Attornies and move for a continuance until y Next Term and it is granted them and y said parties have a day before y Bord of King here until y second Tuesday of November next Ensuing

Dom Rex vt Palmer Junr 161

King &c — To y Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting — Whereas on y Fourth day of April last past before Elad Taylor Esq one of our Justices a signed to keep y peace within our said County of Hampshire at Westfield in said County personally appeared Judah Palmer yeoman and Judah Palmer Junr yeoman and Samuel Sedgwick yeoman all of Westfield and Acknowledged themselves bound to us in y respective sums following viz said Judah Junr as principal in y Sum of Ten pounds and y said Judah Palmer and Samuel Sedgwick as Sureties in y Sum of five pounds Each to be levied on their Goods or Estate and in want there of on their Bodies if default was made & y Condition following Viz: that y said Judah Palmer Junr should personally appear before our Justices of our Court of General Sessions of the Peace next to be holden at Springfield on y third Tuesday of May then next to answer to all such Matters as shall be objected against him in our behalf particularly for his beating and Striking one Jude Ludington & should be of y good behaviour

Behaviour towards all our Liege People of all which the said Judah Sur
hath failed, Wherefore We command you that you make known to sd
Judah Sur that he be before our Justices of our said Inferiour Court of
Common pleas to be holden at Springfield in and for sd County
of Hampshire on sd last Tuesday of August to shew Cause why sd said
Ten Pounds by him acknowledged to be due ought not to be made
of his Goods &c as in the Writ — And in Obedience to sd said Writ
The said Judah hath been Summoned to appear — And now
now at this Term John Worthington Esq Attorney to our Lord & King
and over Betwixt his Majesties Liege people comes here and says
that he will not prosecute this Action against sd said Judah And it is
Considered by sd Court that sd Action be dismissed accordingly

1757
Dwelle
Judah

Phinehas Lyman Esq and Benjamin Bancroft yeoman both of Suffield
in sd County of Hartford and Colony of Connecticut gotten Ezekiel Hale Esq late
of Granville in sd County of Hampshire yeoman Deft in a plea of sd
Case for that said Ezekiel at Springfield on sd Eighth day of May 1767
by his Note of that date for Value rec promised said Phinehas and
Benjamin to pay them five pounds W[illegible] lawful money on demand
with Interest &c as in sd Writ — The Pltfs appear by John Worthington
Esq their Att[orne]y and sd Deft being three times publickly called makes default
of appearance in Court — & His therefore considered by sd Court that sd
said Phinehas and Benjamin recover against sd said Ezekiel seven
pounds 4/3 of lawful money damages and Cost of Court taxed at one
pound 8/0 and thereof &c — Execution is[sue] 20th Octo 1767

Lyman
Exec[u]rs &c
Hale
Def[t]

Andrew Oliver Esq[r] and Arnold Welles Merchant both of Boston in sd
County of Suffolk Exec[u]rs of the Last Will & Testament of the Honble late sd Boston Merch[an]t Dec[ease]d
County of Suffolk Pltfs or Bildad Fowler of Westfield in sd County of
Hampshire yeoman Deft in a plea of the Case for that sd Bildad
at Springfield on sd 23d day of July 1765 by his promissory note in
writing under his hand of that date for Value rec promised s[ai]d John
then living to pay him sd Sum of two Hundred Sixty seven pounds
18/11 lawful money on demand with lawful interest for sd same tho
paid. Yet sd said Bildad tho often requested never paid sd said sum
to sd said John in his life Time nor hath he since s[ai]d Johns Death paid s[ai]d
same or any part thereof to sd pltfs but unjustly neglects to do it
To sd Damage of sd said Andrew and Arnold in s[ai]d Capacity of Exec[u]rs
three Hundred and Eighty pounds

Spooner Exec[u]rs
Fowler
Def[t]

The Pltfs appear by John Worthington Esq their Attorney and sd
Bildad Fowler by Jonathan Bliss Gent[leman] his Att[orne]y comes and defends
and reserving Liberty to alter this plea and pleading any new Matter
on Trial of Appeal says he is not guilty in manner & form as sd said
Andrew and Arnold, Exec[u]rs have above declared against him and thereof
puts himself on sd Country — And the said Andrew & Arnold
Exec[u]rs as aforesd by their Att[orne]y aforesd Consenting to sd above Reservation
say that they for any thing by sd said Bildad in his plea aforesaid
alledged ought not to be precluded from having & maintaining their
said Action against him because they say that sd plea of sd Bildad
above pleaded and the matters therein contained are not a sufficient
Answer to their declaration and that they are not holden by Law to
make any answer thereto and this they are ready to verify and
therefore pray Judgment and that their damages & Costs may
be adjudged to them — And sd said Bildad says his plea
aforesaid is sufficient wherefore because sd pltfs have not denied
the same nor made any Answer thereto he prays Judgment for his Costs

Thereupon all & Singular the premises being seen & fully understood
by sd Court & sd Jury now here for that it appears to sd Court
that sd plea aforesaid of said Bildad by him in manner & form above
pleaded

458 Pleaded and the matter therein contained are not sufficient in law
to preclude the said Executors from proceeding in their said Action
Spooner &c or from their damages and Cost — It is therefore considered by
to the Court that ysaid Andrew and Arnold in yCapacity aforesaid do
Lovell recover against ysaid Bildad three Hundred thirteen pounds 13/4
of lawful money damages and Cost of Court taxed at three pounds &c

The said Bildad by his Attorney aforesaid appeals from yJudgment
of this Court to ye Superiour Court of Judicature to be holden at
Springfield in and for yCounty of Hampshire on yfourth Tuesday
of September next ensuing And he recognizes with Sureties as law
directs for his prosecuting yappeal with Effect as by sd Recognizance
as on file it appeares

Dyer Action
vt
Nivins

George Dyer on of Springfield in yCounty of Hampshire Gentn pltf
James Nivins of Greenwich in ysaid County yeoman Deft in aplea
that he render to said George seventeen pounds 0/3 1/2 which to him
he owes and from him unjustly detains and whereon sd George says
that at our Inferiour Court holden at Springfield on ye last Tuesday
of August 1763 by yJudgment of yesame Court he recovered against
said James fifteen pounds 0/11 1/2 for his damages by reason of
James not performing his sd Promise before that Time made &
one pound 13/11 for Cost by him about his Suit in that Behalf expended
whereof ysaid James is convict Which Judgment yet remaines in
full force and the said George hath sued out several Writs of Execn
on yJudgment aforesd yet no part of said Sums was ever Levied thereby
Whereby Action accrues to ye pltf to Demand of ysaid James ye Sums
aforesd in form aforesaid recovered &c as in the Writ

The pltf appears by John Worthington Esq his Attorney & Deft being
three times publickly called makes default of appearance in Court

His therefore considered by yCourt that ysd George recover against
the said James Seven pounds 10/ 9 1/2 of lawful money Debt
& Cost of Court taxed at one pound 12/6 & thereof &c

Exon is 23d Septr 1765

Idem
vt
Chapin

George Dyer on of Springfield in yCounty of Hampshire Gentn pltf
Stephen Chapin of Granby in said County yeoman Deft in aplea of
the case for that said Stephen at said Springfield on yfifth day of
May 1760 by his Note of that date for Value rec promised said
George to pay him nine pounds 0/ lawful money on demand
with Interest till paid &c as in yWrit — The pltf appears by John
Worthington Esq his Attorney and yDeft being being three times publickly
called makes default of appearance in Court — His therefore
considered by yCourt that ysaid George recover against ysaid
Stephen ten pounds 0/10 1/2 of lawful money damages and Cost of Writ
taxed at one pound 10/6 & thereof &c — Exon is 23d Septr 1765

Idem
vt
Bliss

George Dyer on of Springfield in yCounty of Hampshire Gentn pltf
Nathaniel Bliss of Blanford in ysame County Deft in aplea of
Case for that sd Nathl at said Springfield on ylast day of July last
being justly indebted to said George in ysum of fifty one pounds lawful
money for sundry Goods Wares and Merchandizes before that Time
sold to said Nathaniel by ypltf said Nathaniel in Consideration
thereof then and there promised to pay him the said Sum
whenever afterwards he should be thereto required &c as in yWrit

The pltf appears by John Worthington Esq his Attorney and yDeft being
three times publickly called makes default of appearance in Court

His therefore considered by yCourt that ysaid George recover
against ysaid Nathaniel fifty one pounds of lawful money
damages and Cost of Court taxed at one pound 11/10 & thereof &c

Exon is 11th Septr 1765

Jonathan Norton of Suffield in y County of Hampshire yeoman pltf vr
Elijah Leonard of Springfield in y said County yeoman Deft in a
plea of the Case for that said Elijah at said Springfield on y 17th Day
of Jany last past by his Note of that date for Value rec promised
said Jonathan to pay him Sixteen pounds Lawful money on demand
&c as in the Writ ~~ The pltf appears by John Worthington Esq his
Attr and the Deft being three times publickly called makes default
of appearance in Court ~ It is therefore considered by y Court by
the Court that y said Jonathan do recover against y said Elijah
Sixteen pounds of Lawful Money damages and Cost of Court taxed
at one pound 18/4 & thereof &c ~ Execution 27th Septr 1769

Norton
vt
Leonard
Def

George Lynchon of Granville in y County of Hampshire yeoman
pltf vr Samuel Miller Junr of said Granville yeoman Deft in a plea
of y Case for that said Samuel at Springfield on y 30th Day of March
last past by his Note of that date for Value rec promised the sd
Wright to pay him or his order four pounds 18/ lawful mony
on or before y first day of August then next with Interest And
afterwards on y same day of March at Springfield sd John by his
Indorsment ordered the Contents of said Note then wholly unpaid
to be paid to y pltf &c as in the Writ ~ The pltf appears by
appeal by John Worthington Esq his Attr the Deft ~~now being three times publickly called to come into Court & default
in y same of Deft likewise & make default~~ of appearance here
~~is~~ to be adjudged ~~considered by y Court~~ that y said George recover against y sd
Samuel the sum of £ & lawful mony damages and Cost
of Court taxed at one pound 18/8 and thereof &c

Lynchon
vt
Miller
Def

George Lynchon of Granville in y County of Hampshire yeoman
pltf vr Moses Goffe of said Granville yeoman Deft in a plea of y
Case for that said Moses at Springfield on y second day of August
current being Justly indebted to said George in y Sum of Six
pounds 10/6 lawful mony by balance acts according to y
Acts annexed to y Writ &c as in the Writ ~ The pltf being three
times publickly called to come into Court and prosecute his sd
Action is Nonsuit and y Deft likewise defaulted and y Action
accordingly dismissed

Glenn
vt
Goffe
Def

Samuel Glover of Wilbraham in y County of Hampshire yeo
pltf vr Charles Colton of Springfield in y same County yeoman
Deft in a plea of the Case for that y said Charles at said Spring
field on y fourth day of April Anno Dom 1769 by his promi
sory note in writing under his Hand of that date for Value
rec promised the said Samuel to pay him y Sum of twelve
pounds Lawful money on demand with Lawful Interest
for the same till paid Yet y said Charles tho often requested
hath never paid the same nor any part thereof But unjustly
neglects & refuses to the damage of the said Samuel twenty pounds
The pltf appears by John Worthington Esq his Attorney & the
Deft being three times publickly called makes default of
appearance in Court ~ It is therefore considered by y Court that
the said Samuel recover against y sd Charles Thirteen pounds 18/8
of Lawful mony damages and Cost of Court taxed at £13 11s 8d & thereof &c
The said Charles at this Term comes here in his proper person and
appeals from y Judgment of this Court to y Superiour Court of
Judicature holden at Holden Springfield in and for y County of Hamp
shire on y fourth Tuesday of Septr next Ensuing, And here enters
into Recognizance with Sureties as y Law directs for his prosecuting the appeal with
Effect as by said Recognizance on file it appears

Glover
vt
Colton
Def

1,60

Fowler vt Smith

1771

Bildad Fowler of Westfield in ye County of Hampshire yeoman pitt^r Elnathan Smith of Granville in s^d County yeoman Deft in plea of the Case for that said Elnathan at Springfield on ye twenth day of November 1760 by his Note of that date for Value rec^d promised said Bildad to pay him Six pounds 0£ 1s lawful money on demand with Interest &c as in the Writ ~~

The pltt appears by John Worthington Esqr his Att^r and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye s^d Bildad recover against the said Elnathan Six pounds 0£ 1s lawful money damages & Cost of Court taxed at one pound 13s and thereof &c

Exem is^d 19th Octo 1769

Olds vt Ashley

1772

Samuel Olds of Westfield in ye County of Hampshire yeoman pitt^r Joseph Ashley of said Westfield yeoman Deft in plea of the Case for that said Joseph at Springfield on the fourteenth day of August instant by his note of that date for Value rec^d promised s^d Samuel to pay him Eight pounds 3/6 lawful money upon demand with Interest till paid &c as in ye Writ ~~ The pltt appears by John Worthington Esqr his Att^r and ye Deft being three times publickly called makes default of appearance in Court ~~ It is therefore considered by ye Court that ye said Samuel recover against ye said Joseph ~~three~~ Eight pounds 8/18/4 of lawful money damages & Cost of Court taxed at ~~two~~ one pound 11/4 18/0 thereof &c

Exem is^d 19th Octo 1769

Sylvester vt Lumbard

173

Seth Sylvester of Chesterfield in ye County of Hampshire yeoman pitt^r Benjamin Lumbard late of Brimfield in ye County aforesaid yeoman Deft in a plea of ye case for that said Benjamin at Springfield on ye Eleventh day of October 1760 by his note of that date for Value rec^d promised the said Seth to pay him three pounds 10s by ye first day of March then next &c as in the Writ

The pltt appears by Daniel Hitchcock Esqr his Att^r but ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Seth recover against ye said Benjamin three pounds 10s lawful money damages and Cost of Court ~~taxed~~ at two pounds 3/10 and thereof &c

Exem is^d 17th Sept 1761

Hampshire ss. At this Term of the Court Messieurs Jonathan Ashley Junr. John Phelps Justin Ely Samuel Field Elijah Williams Jr. William Billings and Samuel Barnard were admitted to practice as Attornies in this Court and severally took the Oath prescribed by the Statute in this Case accordingly ~~

The foregoing Judgments and Orders &c being made and entred up in manner aforesaid the said Court was adjourned without Day ~~

Attr Wm Williams Clerk ~~

1,161

1762 Hampshire ss

Anno Regni Georgii Tertii Regis magnæ Britanniæ Franciæ et Hiberniæ Decimo

November Inferiour

At the Inferiour Court of Common pleas holden at Northampton within and for ye County of Hampshire on ye Second Tuesday of November being the fourteenth day of ye s^d^ Month A^o^ 1762

Present { Israel Williams Esqr / Oliver Partridge Esqr / Timothy Dwight Junr Esqr

Forasmuch as Thursday next is by Authority appointed to be observed as a Day of Publick Thanksgiving throughout this Province and on this Account it must have been very Inconvenient for ye Justices, Attornies Jurors, Suitors and others concerned to have attended the Business of this Court the present Week, Therefore ye Justices of this Court now here have thought fit to adjourn ye same Court to ye Third Tuesday of November aforesaid being the 23^d^ day of ye said Month at Ten of ye Clock in ye Morning then to be holden at the Court House in Northampton aforesaid and the said Court is adjourned accordingly —— Attest William Williams Clerk

Third Tuesday ye 23^d^ Novr 1762

Present

Israel Williams Esqr

Oliver Partridge Esqr

Timothy Dwight Junr Esqr

Eleazer Porter Esqr for Certain Causes

Jury of Trials

Moses Field Foreman
Elijah Clark
Elisha Lyman
John Alvord
Benjamin Colt
Salmon White
Seth Murray
Stephen Noble
Joseph Smead
Reuben Judd
Aaron Warner
Benjamin Morgan

The Actions continued from August Court

Repalje vt Willard

Garret Lapalje of New York in the County & Province of New York Merch^t^ ptt^t^ vs Elias Willard who lives on a Tract of Land called ye Ministers Grant North East of and adjoining to Rochbridge and in ye County of Berkshire yeoman Deft in a plea that y^d^ Elias render to him as heretofore recorded at large and now at this Time ye ptt^t^ appears by Mark Hopkins Esqr his Attorney and the Deft being three times publickly called makes default of appearance in Court —— It is therefore considered by the Court that ye said Garret recover against ye said Elias one Hundred and forty one pounds 19/8 of lawful money Debt and Cost of Court taxed at Six pounds 16/7 and thereof Exec^n^ is 12th Octo^r^ 1770

Shaw vt Woods

William Shaw of Palmer in ye County of Hampshire yeoman ptt^t^ vs John Woods of Monson in said County Yeoman Deft in a plea of ye case as at large on Record of ye preceding Terms and now at this Time ye parties come here and the Referees to whom this Case with all their Book Accts was referred now bring in their Award in these words Viz^t^: We do award that ye said William ye ptt^t^ has no demands against the said John ye Deft & therefore ye said William pay ye Cost of this Reference Viz^t^: four Witnesses Travel & Attend^ce^ one pound 7/0 The Deft^s^ Travels & Attend^ce^ 13/6 Cost of ye Referees 18/ Justice administring ye Oath 1/ ——

It is therefore considered by ye Court that ye said John ye Deft^t^ recover against ye said William ye ptt^t^ Cost of Court & Reference in the whole taxed at five pounds & lawful money allowed him with his Cost for his Cost in defending ye Suit of ye said William & thereof Exec^n^ is 17th April 1770

William Arms of Deerfield in y County of Hampshire yeoman pltff
John Hinsdall of said Deerfield yeoman Deft in a plea that pr John
render he as at Large on Record of y last Term, and now y said parties come
here by their respective Attornies and humbly pray that y Case
may be continued until y next Term and it is granted them y said
parties have a further day &c until y second Tuesday of Feby next

Arms
v
Hinsdall

James Cox of Chesterfield in y County of Hampshire yeoman pltff
Benjamin Hid of said Chesterfield yeoman Deft in a plea of y Case
for that said Benjamin he as ~~before Recorded~~ at Large on Record of y
preceeding Term &c And now y said parties come here and likewise
the Referees to whom this Case with all other Controversies & Demands
subsisting between y said parties was referred now bring in their Award
in these Words viz: We do award and determine that James Cox y pltff
recover against y said Benjamin Hid y Deft the sum of three
pounds ~~and seven pence~~ Damages ~~and three~~ pounds Lawfull Money the
pounds ~~&c~~ Cost and this to be in full of all Cost of y Court to which
this award is returned to be considered & taxed by y Court & this to be an
End of all Controversies between the parties — It is therefore considered
by y Court that y said James recover against y said Benjamin three
pounds and seven pence of lawful money damages & Cost of Court
taxed at £ and there &c

Cox
v
Hid

Samuel Hare of Westfield in y County of Hampshire yeoman pltff
John Jones of said Westfield yeoman Deft in a plea of the Case as on
Record of y last Term and now y said Samuel comes here by his
Attr and humbly prays that y Action may be further continued
the Deft being out of y province and it is granted him and y
Case is continued until y second Tuesday of Novr next

Hare
v
Jones

Elijah Smith of Belchertown in y County of Hampshire Gentleman pltff
Nathaniel Kellogg of Hadley in y County of Hampshire Gentlm Deft
in a plea of Covenant broken as at Large on Record of y last Term
hope the pltff being three times publickly called to come into Court
and prosecute his Action is Nonsuit and y Deft likewise defaulted
and the Action dismissed

Smith
v
Kellogg

Israel Williams of Hatfield in y County of Hampshire Esq pltff as
Mary Smith of said Hatfield Widow and Relict of Samuel Smith late
of said Hatfield Gentn Dec intestate & Admr of all y Goods Chattels Rights
and Credits of said Samuel Deft in a plea of y Case as recorded at Large
the last Term and now y pltff appears by Simeon Strong ~~&c~~ John Worthington Esq his Attr
and ~~y said~~ Mary by Joseph Hawley Esq her Attr comes & defends the
force and Injury &c and says as to y nine Shilling & four pence
parcel of y Sum of two pounds &/4 mentioned in y first count con
tained in y pltffs Writ and as to y whole of y Interest mentioned
in y same Count & as to y sum of three pounds 10/ mentioned
in y second Count in said Writ contained The said Samuel never
did in his life time assume upon himself to pay y same to y said Israel
in manner and form as in y said Counts is alledged and of this y
said Mary puts herself on y Country — And y said Israel likewise

And as to y Residue of y said Sum of two pounds &/ in y first
Count mentioned the said Mary by her Attr aforesaid saith that
the said Israel ought not to recover any further damages against
her than y sum of 3/ because she saith that ever since y time
when in said Count it is alledged that said Samll promised
the said Israel to pay him y said Two pounds &/ until his
death y said Samll was always ready to pay to y said Israel y said
3/ being the said Residue of y said two pounds &/ and that ever
since y said Samuels Death she y said Mary hath always been ready
to pay

Williams Esq
v
Smith Admx

ready to pay the same to ys said Israel and the said Mary further saith that before the day of Suing forth ys said Writ to wit on ys 24th day of July last at Springfield she offered to pay and Tendered ys said Sum of 3£ unto him ys said Israel but he ys said Israel then and there refused to accept the same of her and ys said Mary brings here into Court ys said Sum of 3£ ready to be paid to ys said Israel if he will accept ys same & this she is ready to verifie Wherefore she prays Judgment if ys s^d Israel ought to have & recover any more damages than ys s^d Sum of 3£

And ys said Israel by his Attornies aforesaid says that by anything by ys said Mary in her plea above pleaded alledged he ought not to be barred of having & maintaining his Action against her ys s^d Mary for the said Sum of 3£ because he says that ys s^d Mary never tendered or offered to pay him ys s^d Israel ys said Sum of 3£ at any Time before ys Suing out of ys said Writ & this he prays may be Inquired of by ys Country — And ys s^d Mary likewise

Thereupon ys Jurors at this time according to ys Form and Effect of the Statutes in this behalf provided returned and impanelled being demanded likewise come here Who to say ys Truth concerning the premises being duly sworn declare upon their Oath that they find for ys pltf three pounds 1/2 Damage & Cost of Court

Therefore it is considered by ys Court that ys s^d Israel recover against ys s^d Mary three pounds 1/2 of lawful mony damages & Cost of Court taxed at three pounds 11/10 & thereof &c

Israel Williams of Hatfield in ys County of Hampshire Esqr & Moses Graves of Pittsfield in ys County of Berkshire Gentn pltfs vs John Hawley late of Hatfield but now of Northampton in ys County of Hampshire yeoman Deft in a plea of the Case as recorded at large the last Term and now at this Term ys said parties come here by their Council and humbly pray that this Case may be continued until ys Next Term and it is granted them, and ys said parties have a further day &c until ys second Tuesday of November next Ensuing

John Stewart ys Second of Colrain in ys County of Hampshire Husbandman pltf vs Charles Phelps late of Hadley in ys County aforesd Gentn Deft in a plea of Trespass on ys Case as recorded at large the last Term & ys pltf now appears by Joseph Hawley Esqr his Att^y and ys s^d Charles now comes by Elisha Porter Gentn his Attorney and defends &c reserving to himself Liberty of waiving this plea & pleading ys General Issue upon the Trial of ys Appeal pleads and says that he is not guilty of the Trespass mentioned in ys Writ and thereof prays Judgment — & ys s^d John by his Aforesaid Attorney consenting to ys above Reservation says that ys said Charles plea in manner & form as above pleaded is an Insufficient Answer to his ys said Johns declaration & to which he has no need nor is he holden by ys Laws of ys Land to make any answer Wherefore for Want of a sufficient plea in this behalf ys s^d John prays Judgment that his damages & Cost may be adjudged him, & ys s^d Charles says that his plea is Sufficient

Thereupon all and Singular ys premises being seen & fully understood by ys Court of ys Lord ys King now here for that it appears to ys s^d Court that ys plea aforesaid of ys s^d Charles by him in manner & form above pleaded & the matters therein contained are not sufficient in Law to preclude ys s^d John from proceeding in his Action against ys s^d Charles & from his damages & Cost

It is therefore considered by ys Court that ys s^d John recover against ys s^d Charles Seven pounds of lawful mony damages and Cost of Court taxed at £3 11s 10d & thereof &c

Thes^d Charles by his Att^y aforesd appeals from ys Judgment of this Court to ys Superiour Court of Judicature to be holden at Springfield in & for ys County of Hampshire on ys fourth Tuesday of Septr next & the recognizes with Sureties as ys Law directs for his prosecuting ys Appeal with Effect as by said Recognizance on file it appears

Benjamin Kidd of Chesterfield in y County of Hampshire yeoman pltff
James Cox of y same Chesterfield yeoman Deft in a plea of Trespass on y Case
as at large on record of y preceeding Term And now at this Term y parties
appear and the referees to whom this Case together with all other demands
and Controversies subsisting between y said parties, was submitted
bring in their award in these Words viz We do award & Determine that
Benjamin Kid y pltf recover nothing of y within named James Cox y Deft
But that he be Nonsuited in this Action & y Deft defaulted
Thereupon the said Benjamin being three times publickly called to come
into Court is Nonsuit and y Deft likewise defaulted & Action dismissed

Kidd
vt
Cox

Daniel Leonard of Springfield in y County of Hampshire yeoman pltf vt
John Winchel of s^d Springfield yeoman Deft in a plea of y Case as at large
on record; and now the said Daniel being three times publickly called to
come into Court & prosecute his Action is Nonsuit and y^s John likewise
defaulted and y Action accordingly dismissed

Leonard
vt
Winchel

Bildad Fowler of Westfield in y County of Hampshire yeoman pltf vs Jonathan Fowler
Whaples of Sandisfield in y County of Berkshire yeoman Deft in a plea of y Case
as at large on record, The said Bildad appears by John Phelps Gent^r his Att^y
and y Deft being three times publickly called makes default & appearance here
Therefore it is considered by y Court that y^d said Bildad recover against y^d
said Jonathan Sixteen pounds 0 S^d 0 D^s lawful mony damages & Cost of Court
taxed at two pounds 0 S^d 6 and the rest &c ---- Recon is 5th Decem^r 1769

Fowler
vt
Whaples

Rebecca Sanderson of Springfield in y County of Hampshire Spinstr pltf vs
George Pynchon of ye same Springfield Gent^n Administrator of all & singular the
Goods Chattels Rights and Credits which were John Harmons late of Springfield
Dec^d Deft in a plea of y Case as at large on record of y preceeding Term &c
The said parties appear and because the referees to whom this case was
referred have not made any award they humbly pray that this case may
be further continued under y same Rule until y next Term & it is granted them
and y^d parties have a further day &c until y second Tuesday of ~~August~~ February next

Sanderson
vt
Harmon's Adm^r

Phinehas Stedman of Springfield in y County of Hampshire yeoman pltf vs
Charles Colton of s^d Springfield yeoman Deft in a plea of y Case as at large on
record &c The parties appear and by reason of y referees to whom this Case was
referred not having made any award they humbly pray that y Action
may be further continued under the same Rule of Reference until y
next Term, and it is granted them and y^d parties have a further day &c
until y second Tuesday of February next Ensuing

Stedman
vt
Colton

George Hitchcock of Springfield in y County of Hampshire yeoman pltf vs
George Pynchon of said Springfield Gent^n Deft in a plea of Trespass on y Case
as recorded at large the last Term -- And now y said George Hitchcock being
three times publickly called to come into Court is Nonsuit, and the s^d George
Pynchon comes into Court and humbly prays that his Costs may be
allowed him -- It is therefore considered by y Court that y said George
Pynchon recover against y said George Hitchcock three pounds 0 S^d 3 allowed
him with his Assent for his Cost in defending y Suit of y said
George Hitchcock & thereof &c -- Recon 1st Octr 1770

Hitchcock
vt
Pynchon

Abel Chapin 2^d Younger of Springfield in y County of Hampshire Husbandman a
minor under y Age of twenty one years and son of Ephraim Chapin
of s^d Springfield yeoman Appt vs Seth Chapin of Springfield aforesaid
yeoman Deft in a plea of Trespass as at large on record of y preceeding
Term -- And now y^s parties and y referees to whom this this Case was
referred now bring in their Award in these words viz We do award that y^s
Seth y Original Pltf hath no demands for damages of y^s Abel the
Original Deft and do award that said Seth pay Cost of Court & Costs of
this Reference being 12 S^d Justices fees for swearing y Witness
His therefore considered by y Court that y^s Abel recover against y^s
Seth Cost of Court and Reference in y Whole taxed at three pounds 19 S^d 10
and thereof he may have Execution -- Recon is 5th Decr 1769

Chapin
Appt vs
Chapin

Lyman
v
Perkins

Phinehas Lyman of Sheffield in y County of Hampshire Esq pltf in
Phinehas Perkins of Granville in y County yeoman Deft in a plea of
Case as recorded at large y last Term — The pltf appears by John Worthington
Esq his Attorney and y said Phinehas Perkins by Simeon Strong Esq his Attor
comes and defends &c and says he is not guilty in manner & forms &
pltf in his declaration has alledged against him and thereof puts himself
on y Country — & and the pltf likewise

Therupon y Jurors at this time according to y form and Effect of y
Statutes in this Behalf provided returned and impanelled being demanded
like wise come here Who to say y truth concerning the premises being duly
sworn by Mr. Moses Field their foreman declare upon their Oath that they
find for y pltf four pounds w damage & Cost of Court — It is therefore
considered by y Court that y said Phinehas Lyman recover against y Sd
Phinehas Perkins four pounds w of lawful money damages & Cost of
Court taxed at Six pounds ℔ & and thereof &c Execution is to be Issued

Wells Esq
v
Bates Junr

Samuel Wells of Natick in y County of ~~Hampshire~~ Middlesex Esq pltf vs John Bates
Junior of Granville in y County of Hampshire yeoman Deft in a plea of
Trespass as at large on record and now y pltf being three times publickly
called to come into Court and prosecute his Action is Nonsuited & Defth
likewise defaulted, and y Action dismissed

Wells
v
Bancroft

Samuel Wells of Natick in y County of Middlesex Esq pltf vs Samuel
Bancroft of Granville in y County of Hampshire yeoman Deft in a plea
of Trespass as at large on Record of y last Term and now y pltf appears by
John Worthington Esq his Attr and y said Samuel by Joseph Hawley Esq his
Attorney comes and defends &c and says that he is not guilty in manner
and form as against him in this Writ is alledged and thereof puts
himself on y Country — And y said Samll by his Attr above mentioned
says that y Defts plea above pleaded & y matters therein contained is
an insufficient answer to his declaration and that he is not holden to
answer thereto all which he is ready to prove & thereof prays Judgment
for his damages reserving Liberty to waive this demurrer on y trial
of y appeal and then join y Issue Tendered — And y Samuel says
his plea is sufficient consenting to y reservation aforesd and thereof
prays Judgment — — — Thereupon y premises being seen & fully
understood by y Court of y Lord y King now here for that it appears to
the said Court of y said Lord y King that y plea aforesaid of y Samuel
and y matters therein contained are sufficient in Law to preclude
y said Samuel from having his aforesd Action maintained against y
said Samuel — Therefore it is considered that y said Samuel by his
plea aforesd have nothing &c, It is also considered that y Samuel
recover against y said Samuel the sum of one pound ℔ Lawful
money allowed him with his Assent for his Cost in defending y Suit
of the said Samuel and thereof &c

The said Samuel by his abovenamed Attr appeals from y Judgment
of this Court to y Superiour Court of Judicature to be holden at Springfield
in and for y County of Hampshire on y Fourth Tuesday of September next
And he recognizes with Sureties as y Law directs for his prosecuting the
appeal with Effect as by s recognizance on file it appears

Wells
v
Locke

Samuel Wells of Natick in y County of ~~Hampshire~~ Middlesex Esq pltf vs Jacob Locke
Junr of Granville in y County of Hampshire yeoman Deft in a plea of Trespass
as recorded at large y last Term — The pltf appears by John Worthington
Esq his Attr and y said Jacob by Joseph Hawley Esq his Attorney comes
and defends the force and Injury when &c and says that he is not
guilty in manner and form as in this Writ against him is alledged
and thereof puts himself on y Country — And y said Samuel by
his Attr aforesaid reserving to himself y Liberty of waiving this demurr
on y trial of y appeal and then to join y Issue Tendered now says that y Defts

plea

Plea above pleaded and ye matters therein contained is an insufficient Answer to his declaration and that he is not holden by Law to answer thereto all which he is ready to prove and thereof prays Judgment &c Judgment for his damages and Cost — And ye said Jacob consenting to the Reservation aforesaid says his plea is sufficient and thereof prays Judgment for his Cost — Thereupon ye premises being seen & fully understood by ye Court of ye Lord ye King now here for that it appears by said Court of ye said Lord ye King that ye plea aforesaid of ye sd Jacob and ye matters therein contained are sufficient in Law to preclude the said Samuel from having his aforesd Action maintained against the said Jacob — Therefore it is considered that ye sd Samuel by his plea aforesd have nothing &c — It is also considered by ye Court that ye sd Jacob recover against ye sd Samuel the Sum of two pounds 13/3 of lawful mony allowed him with his a spent for his Cost in defending ye Suit of ye said Samuel & thereof &c

The said Samuel by his Attorney aforesaid appeals from the Judgment of this Court ~~that ye said to~~ ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Surety as ye Law directs for his prosecuting his appeal with Effect as by said Recognizance as on file it appears

Entries at this Term

Timothy Dwight Junr of Northampton in ye County of Hampshire Esqr pltff } Dwight Esq
William Filch late of Hatfield in said County Gentn & Lydia Filch his wife } vs
who was late Lydia Neale otherwise called William Filch late of ye new } Filch & als
Plantation called Number five in said County and Lydia his Wife Defts } No 1
in aplea of the Case for that ye sd Lydia at said Northampton whilst she
was Sole and unmarried on ye Tenth day of December Anno 1765 being
justly indebted to ye said Timo in ye Sum of seven pounds 11/8 for diverse Goods
Wares and Merchandizes before that time there sold and delivered to ye sd
Lidia by ye said Timothy at her ye said Lydias special Instance & Request
In Consideration thereof ye said Lydia whilst she was unmarried
then and there undertook and to ye said Timo faithfully promised to
pay him ye same on demand — Yet ye said Lydia tho often requested
never paid ye same Sum or any penny thereof to ye said Timothy
whilst she was Sole and unmarried nor have ye sd William & Lydia
or either of them tho often requested paid ye same Sum or any penny
thereof to ye said Timo since their Intermarriage but unjustly
neglect it To ye Damage of ye said Timothy Eleven pounds

The pltt appears by Daniel Hitchcock Gentn his Attorney and ~~Defts~~
humbly prays that this Case may be continued and as it appears
to ye Court that ye Defts are out of the Province — it is ordered by
ye said Court that ye Case be continued until ye second Tuesday of
February next Ensuing

John Thomas of Hartford in ye County of Hartford and Colony of Connecti- } Thomas
cutt yeoman pltff vs Henry Chapin of Springfield in ye County of } vs
Hampshire Gentn Deft in aplea of ye Case as at large on Record of } Chapin
preceeding Term, The pltt appears by Justin Ely Gentn his Attorney & } This Action upon the
Defft being three times publickly called makes default of appearance } Continuances
in Court It is therefore considered by ye Court that ye said John recover } of the Last Term
against ye said Henry three pounds 7/ of lawful mony damages
and Cost of Court taxed at two pounds 0/4 and thereof &c

Execution is 5th Dec 1766

Elah Southwell of Northampton in ye County of Hampshire yeoman- } Southwell
pltff vs Benjamin Alvord of Montague in ye County aforesd yeoman Defft } vs
in aplea of ye Case for that ye said Benjamin at said Northampton on ye } Alvord
Eleventh day of May 1765 by his note of hand of that date for Value Recd } No 2
promised

Elah
Southwell
vt
Alvord

promised the said Elah to pay him forty pounds on demand with Interest for the same till paid, & yt said Benjamin tho often requested hath never paid ye same or any part there of But unjustly neglects it To ye Damage of ysaid Elah the Sum of fifteen pounds
The ptt appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ysaid Elah recover against the said Benjamin eight pounds 14/0 ℔ of lawful money damages & Cost of Court taxed at one pound 8/ ℔ and there of &c
The said Benjamin afterwards comes here by William Billing Gent his Attr and appeals from ye Judgment of this Court to ye Superiour Courts of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for ysaid Benjamins prosecuting ye appeal with Effect as by said recognizance as on file it appears

Snow
vt
Webb
No 3

Ezekiel Snow of Southampton in ye County of Hampshire yeoman ptt vs Daniel Webb of Westfield in said County yeoman Deft in a plea of ye Case for that said Daniel at Northampton on ye first day of August last past by his Note of that date for Value rec'd promised said Ezekiel to pay him two pounds 4/ on demand with Interest till paid &c as in the Writ
The ptt appears by Daniel Hitchcock Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ysd Ezekiel recover against ysd said Daniel two pounds 4/0½ ℔ of lawful money damages & Cost of Court taxed at one pound 12/2 and there of &c

Filch
vt
Farr
No 4

William Filch late of Hatfield in ye County of Hampshire now of Canterbury in ye County of Windham & Colony of Connecticutt Gent ptt vs Silas Farr of ye New plantation commonly called Number five in the County of Hampshire yeoman Deft in a plea of ye Case for that ysd Silas at Northampton on ye tenth day of Nov 1768 by his note of hand of that date for Value rec'd promised ysd said William to pay him two pounds 19/6 on demand &c Yet ysaid Silas tho often requested hath never paid ye same or any part thereof but unjustly neglects it To ysd damage of ysaid William four pounds &c The ptt appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that ysaid Willm recover against ysaid Silas two pounds 19/6 ℔ lawful money damages & Cost of Court taxed at two pounds 11/6 ℔ there of &c
The said Silas afterwards comes here by Joseph Hawley Esq his Attr and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing & he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file it appears

Stewart
vt
Thompson
No 5

James Stewart Junr of Colrain in ye County of Hampshire Gent ptt vs James Thompson of said Colrain yeoman Deft in a plea of ye Case for that ysd James Thompson at said Colrain on ye 19th Day of January last past by his note of that date for Value rec'd promised ysaid James Stewart Junr to pay him five pounds 13/ on demand with Interest till paid meaning with lawful Interest for ysaid Sum of five pounds 13/ from the date of said note till paid, Yet ysaid James Thompson tho often requested hath never paid ye Contents of said Note nor any part there of to him ysd said James Stewart Junr or to his order, but hitherto hath still neglects and refuses to do it To ysd Damage of ysd James Stewart six pounds
The ptt appears by Jonathan Ashley Gent his Attr 2nd Deft being three times publickly called makes default of appearance in Court Whereupon it is considered by ye Court that ysaid Stewart Junr recover against ysd Thompson three pounds 9/6 3/4 ℔ lawful money damages and Cost of Court taxed at one pound 19/6 & there of &c

The said James Thompson afterwards at this Term comes here by William Billings Gentr his Attw and appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y Fourth Tuesday of September next Ensuing and he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by said Recognizance on file it appears

4 Reg
Howard
vs
Thompson

Joel Hatheway Gentn and Ebenezer Hatheway yeoman both of Suffield in y County of Hampshire pltfs Sampson French yeoman and Sampson French Junr yeoman both of Westfield in y County aforesd Defts in a plea of Trespass on y Case for that said Sampson & Sampson Junr at Westfield aforesd on y 16th Day of August 1760 by their note of that date for value Recd promised said Joel & Ebenezer to pay them or their order the sum of three pounds 5/6 lawful mony at or before y first day of May then next with Interest &c as in y Writ

Hatheway
Attys vr
French &
No 6

The pltfs appear by John Phelps Gentn their Attw and y Defts being three times publickly called make default of appearance in Court His therefore considered by y Court that y said Joel and Ebenezer recover against y said Sampson & Sampson Junr three pounds 10/2 lawful mony damages and Cost of Court taxed one pound 19/6 and thereof the

John Phelps of Westfield in y County of Hampshire Gentn pltf vr Reuben Sweatman of Granville in y said County yeoman Deft in a plea of y Case for that said Reuben at said Westfield on y fifth day of Novr 1760 by his Note of that date for value Recd promised said John to pay him or order two pounds 3/ lawful mony on demand with Interest &c as in y Writ

Phelps
vr
Sweatman
Nov

The pltf appears in his proper person y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that y said John recover against y said Reuben two pounds 6/ lawful mony damages & Cost of Court taxed at one pound 6/1 & thereof &c

James Baird of Blandford in y County of Hampshire yeoman pltf vr Jesse Sackett yeoman & John Kellogg Blacksmith both of Westfield in y said County Defts in a plea of Trespass upon y Case for that y said Jesse & said John at said Blandford on y 19th Day of Octr 1760 by their note under their hands of that date for value thereof Recd promised y said James to pay him y Sum of twelve pounds Lawful mony at or before y 20th day of April then next following y Date of y same note with the lawful interest from y first day of Decr till paid yet y said Jesse & John or either of them have not performed their said promise But they unjustly neglect and refuse so to do to y Damage of y said James fourteen pounds — The pltf appears by John Phelps Gentn his Attw and y Defts being three times publickly called make default of appearance in Court — It is therefore considered by y Court that y said James recover against y said Jesse and John twelve pounds 18/ lawful mony damages and Cost of Court taxed at one pound 19/6 thereof &c

Baird
vr
Sackett &
No 8

The said Jesse and John afterwards come here by Jonathan Ashley Junr Gentn their Attw and appeal from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y Fourth Tuesday of Sept next Ensuing the recognizance with Sureties as y Law directs for their prosecuting y appeal with Effect as by said recognizance as on file it appears

Judah Palmer Junr of Westfield in y County of Hampshire yeoman pltf vr Joseph Taylor Junr of Springfield in y County aforesd yeoman Deft in a plea of Trespass upon y Case for that y said Joseph at Westfield aforesd on the ninth day of March 1760 by his note of that date for value thereof Recd promised y said Judah to pay to him or order nine pounds Lawful mony within six months from y Date of said Note with y lawful interest after three months from y Date of same

Palmer
vr
Taylor
No 9

Note

1770

Note till paid Yet ye said Joseph tho often thereto requested hath not perfemed his said promise But he wholly neglects and refuses todo it To ye Damage of ye said Judah the Sum of Ten pounds &

Palmer Junr vt Taylor Junr

The pltf appears by John Phelps Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court This is therefore considered by ye Court that ye said Judah recover against the said Joseph nine pounds 15/ of lawful money damages & Cost of Court taxed at one pound 4/6 and therefore &c

The said Joseph afterwards at this Term comes here by Justin Ely Gent his Attorney and appeals from ye Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law direct for ye Joseph prosecuting ye appeal with Effect as by s^d^ recognizance on file appears

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James Cook Junr of New Salem in ye County of Hampshire yeoman Pltf

Cook Junior vt Farr Junr

Stephen Farr Junr of a place called Number five in ye s^d^ County yeoman Deft in a plea of the Case for that said Stephen at Northampton on ye 20th day of Decr 1769 by his note of that date for Value rec promised s^d^ James to pay him seven pounds lawful mony with in three months from ye Date of said note with Interest for ye same till paid Yet saith that

10

The pltf appears by Simeon Strong Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court

This is therefore considered by ye Court that ye s^d^ James recover against the said Stephen Seven pounds 7/ of lawful money damages & Cost of Court taxed at one pound 13/2 and therefore &c

On ye 15th Feby 1770 the s^d^ James acknowledged he had rec^d^ satisfaction of this Judgt in full Pltf Wm Williams Clerk

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Israel Williams of Hatfield in ye County of Hampshire Esqr pltf vt Mary Smith of said Hatfield Widow Administratrix of all the Goods Chattels Rights and Credits of Samuel Smith late of said Hatfield Gent^n^ Dec^d^ Intestate Deft in a plea of the Case for that said Samuel at said Hatfield in his Life time to wit on ye Tenth day of July A Dom 1765 Rec^d^ of the said Israel two hundred and thirty three Spanish Milled Dollars of ye Value of six shillings each which ye s^d^ Israel delivered to him then and there at said Samuels special instance & request in Consideration Whereof the said Samuel afterwards to wit on ye same day at Hatfield aforesaid by his note in writing under his hand promised said Israel to carry ye same dollars to Albany meaning in our County of Albany and province of New York and there to lay out ye same dollars for ye said Israel for Beaver or Deer Skins or else to return ye same to said Israel on demand, Yet the s^d^ Samuel tho often requested in his life time never carried said Dollars or any of them to said Albany nor laid them out or any of them for said Israel in Beaver or Deer Skins or either of them nor ever returned said Dollars or any of them to s^d^ Israel ~~no~~ any way performed his said promise nor hath ye s^d^ Mary since ye s^d^ Samuels Death ever performed said promise or paid said Sum or any part thereof to said Israel tho often thereto requested but wholly neglects to do it; Also for that s^d^ Samuel at said Hatfield in his Life Time to wit on ye Eleventh day of July A Dom 1765 owed said Israel the sum of Sixty nine pounds 18/ lawful mony for so much other mony by s^d^ of said Israel to ye use of ye said Israel before that time had and rec^d^ in Consideration Whereof said Samuel then & there being then alive promised said Israel to pay him ye same Sum on demand, Yet said Samuel in his Life time tho often requested never paid the same nor any part thereof But neglects nor hath said Mary since s^d^ Samuels death it To ye Damage of ye said Israel one hundred and fifty pounds

Pltf

The said parties appear by their respective Attornies viz
The said Israel by Simeon Strong Esq his Attr and ys said Mary
by Joseph Hawley Esq her Attorney and humbly pray that
the Case may be continued until ye next Term and it is
granted them and the said parties have a further day &c
until ye second Tuesday of February next Ensuing

1771
Williams
Esq vs
Smith & al

James Selkrig Merchant and Robert Selkrig Merchant both of Boston
in the County of Suffolk plts vs Leonard Chapin of Springfield in
the County of Hampshire yeoman Deft in a plea of ye Case for that
said Leonard on ye first day of August instant at Springfield
aforesaid being indebted to ye said James and Robert in the Sum of
Forty two pounds 4 13s 3d lawful mony to ballance Accts according to
the Accts annexed to ye Writ said Leonard in Consideration thereof
promised said James and Robert to pay them ye same on demand &c
as in the Writ — The plts appear by Jonathan Bliss Gent their
Attorney and ye Deft being three times publickly called makes default
of appearance in Court — His therefore considered by ye Court that ye
said James and Robert recover against ye said Leonard forty two pounds
4 5s 3d lawful mony damages and Cost of Court taxed at three pounds
and thereof they may have their Execn — Execn issued Augt 15th 1770

Selkrigs
vs
Chapin
12

Edward Webber of South Brimfield in ye County of Hampshire yeoman petitor
Joseph Beltnap of said South Brimfield yeoman Deft in a plea of ye Case
for that whereas ye said Joseph on ye 17th Day of September instant at
Springfield in said County of Hampshire in consideration that ye
said Edward would at ye special Instance and request of ye said Joseph
and for him and in his Behalf and as his Surety come before our
Justices of our Superiour Court of Judicature Court of Assize and
General Goal delivery then sitting in Springfield in our County
of Hampshire for our Counties of Hampshire and Berkshire and
acknowledge himself to be Indebted to us by way of Recognizance in
the Sum of fifty pounds to be levied on his Goods & Chattels Lands
& Tenements and in Want thereof upon his Body to ye use of us
our Heirs & Successors if default be made in ye performance of the
Condition of ye same Recognizance, which Condition was that if ye
said Joseph should make his personal appearance before our Justices
of our said Superiour Court of Judicature Court of Assize and
General Goal delivery then sitting & so from day to day during
the then Term to answer to an Indictment against him for Forgery
and shoul abide ye Order of Court therein and not depart without
Licence in ye meantime should keep ye peace and be of ye Good
Behaviour towards all our Leige Subjects then ye same Recognizance
to be void and of no Effect but in default thereof to abide & remain
in full force and Virtue, & assumed on himself and to ye said Edward
then and there faithfully promised that he ye said Joseph would
make his personal appearance before our said Justices of our
Superiour Court aforesaid from day to day during said Term to
answer to ye said Indictment & so and would abide ye Order of
Court and would not depart without Licence and also would in
the meantime keep ye peace and be of ye Good Behaviour towards
all our Leige Subjects in Discharge of ye same Recognizance & also
that he ye said Joseph would well & sufficiently save & keep harmless
and indemnified the said Edward his Goods & Chattels Lands & Tenements
& his Body of & from ye payment of ye said Recognizance & all sums of
mony therein mentioned & of and from all damages & Cost that might
accrue to him by means or on account of ye said Recognizance & the said
Edward

Webber
vs
Beltnap
13

472

Webber
vs
Belknap

Edward in fact says that he reposing special Trust and Confidence in ys promise aforesaid of the said Joseph made in form aforesaid did then afterwards on ysame day at ys special Instance and Request of ys said Joseph and for him on his Behalf and as his Surety come & appear before our said Justices of our said Superiour Court of Judicature then sitting in Springfield aforesaid & then and there acknowledged himself to be indebted to us as aforesaid in ys said Sum of fifty pounds to be Levied as aforesaid for ys use of us our Heirs or Successors if default should be made in ys performance of ys Condition of ys said Recognizance which Condition was for his ys said Josephs appearance as aforesaid before our said Justices from day to day as aforesaid during said Term to answer to ys said Indictment aforesd & abide the order of Court thereon and not depart without Liuence in ye mean Time to keep the peace & be of ys Good Behaviour towards all our Leige Subjects as aforesaid — Nevertheless ys said Joseph not regarding his promise aforesaid but intending to defraud & Elude the said Edward in this Behalf did not make his personal appearance before our Justices of our said Superiour Court from day to day during said Term nor answer to ys Indictment aforesd nor abide the order of Court thereon But he ys said Joseph did then afterwards on ys same day during ys sitting of said Court & before ys End of said Term depart without Liuence & against ys Order of said Court & has thereby Exposed ys said Edward and made him liable to ys payment of ys said Sum of fifty pounds together with other damages & Cost and upon ys Avoidance Departure and Non appearance of ys said Joseph as aforesaid the Recognizance aforesd has been by ys said Court duly declared and adjudged to be forfeit nor has ys said Joseph tho often requested saved or kept harmless or indemnified the said Edward of & concerning ys said Recognizance nor from ys payment of ys Sum of fifty pounds nor has he paid ys said Sum nor any ways recompensed him for his damages which he has sustained and have accrued to him in and about ys Recognizance aforesd nor any ways fulfilled his said Promise but neglects and denies to do it To ys Damage of ys Edward Seventy pounds — The ptt appears by Jonathan Bliss Gent his Attr and ys Deft being three times publickly called mates default of appearance in Court — It is ordered by ys Court that ys Case be Continued for advisement until ys next Term and ys parties have a further day &c until ys second Tuesday of July next

Thompson
vs
Clundem

Daniel Thompson of South Brimfield in ys County of Hampshire yeoman ptt vs Joseph Belknap of said South Brimfield yeoman Deft in a plea of Trespass on ys Case for that whereas ys said Joseph on ys 27th Day of Sept instant at Springfield in said County of Hampshire in Consideration that ys said Daniel would at ys special Instance and Request of ys said Joseph & for him and in his Behalf stand his Surety come before our Justices of our Superiour Court of Judicature Court of assize and General Goal delivery then sitting in Springfield in ys County of Hampshire for our Counties of Hampshire and Berkshire and acknowledge himself to be indebted to us by way of recognizance in ys Sum of fifty pounds to be Levied upon his Goods or Chattels Lands or Tenements and in want thereof upon his Body to ys use of us our Heirs or Successors if default be made in the performance of ys Condition of ys same recognizance which Condition was that if ys said Joseph should make his personal appearance before our Justices of our Justices of our said Superiour Court of Judicature Court of assize and General Goal delivery then sitting as aforesd from day to day during the then Term to answer to an Indictment against him for Forging

Forgery and should abide ye order of Court thereupon and not depart without Licence and in the mean Time should keep ye peace and be of ye Good Behaviour towards all our Leige Subjects then the same Recognizance to be void & of no effect but in default thereof to abide & remain in full force & Virtue — aforesd on himself and ye said Daniel then and there faithfully promised that he ye said Joseph would make his personal appearance before our Justices of our Superiour Court aforesd from day to day during said Term to answer to ye Indictment aforesd & would abide ye Order of Court thereon and not depart without Licence and would in ye mean Time keep ye peace and be of ye good Behaviour towards all our Leige Subjects in discharge of ye same Recognizance And that he ye said Joseph would well and sufficiently save & keep harmless and Indemnifie the said Daniel his Goods & Chattels Lands and Tenements and his Body of & from ye payment of ye same Recognizance and all sums of money therein mentioned & from all damages & cost to accrue to him by means of ye same and ye said Daniel in fact says that he reposing especial Trust & Confidence in ye promise aforesd of the said Joseph did there afterwards on ye same day at ye Special Instance and request of ye said Joseph and for him in his Behalf and as his Surety come and appear before our justices of ye said Superiour Court of Judicature then sitting in Springfield aforesd and then and there acknowledged himself to be indebted to us as aforesd in said Sum of fifty pounds to be levied as aforesd for ye Use of us our Heirs or Succesors, if Default should be made in ye performance of ye Condition aforesaid of ye said Recognizance, which condition was for his ye said Josephs appearance as aforesd before our Justices from day to day during said Term to answer to ye Indictment aforesd and to abide ye Order of Court and not depart without Licence and in the mean Time to keep ye peace & be of ye Good Behaviour towards all our Leige Subjects as aforesd, Nevertheless ye said Joseph not regarding his promise aforesaid but intending to defraud & deceive the said Daniel in this Behalf did not make his personal appearance before our Justices of our said Superiour Court from day to day during said Term nor answer to ye Indictment aforesd nor abide ye Order of ye said Court thereon but ye sd Joseph did there afterwards on ye same day during ye sitting of ye sd Court before ye End of said Term depart without Licence against ye order of said Court and has thereby Exposed ye sd Daniel & made him liable to ye payment of ye sd Sum of fifty pounds together with other damages and Costs and upon ye avoidance & forfeiture and non appearance of ye sd Joseph as aforesd ye Recognizance aforesd has been by ye said Court duly declared and adjudged to be forfeit nor has ye said Joseph tho often requested saved & kept harmless & indemnified ye said Daniel of & concerning ye said Recognizance nor from ye payment of ye said Sum of fifty pounds nor paid him ye same Sum nor any way recompenced him for his damages which he has sustained in and about ye Recognizance aforesaid nor has he any ways fulfilled his sd promise But neglects it To ye Damage of ye sd Daniel Seventy pounds

The plt appears by Jonathan Bliss Gentn his Attr and the Dft being three times publickly called makes default of appearance in Court — And it is ordered by ye Court that this cause be continued for advisement until ye next Term and ye sd parties have a further day &c until ye second Tuesday of Octr next Ensuing —

Hall
v
Thomas et al
Island
15

Joseph Thomas late of Colchester in y County of Hartford Colony of Connecticutt Gentleman & Thomas Island late of Greenwich in y County of Hampshire yeoman Defendants in apleu of y Case for that said Thomas at Northampton on y 26th day of April 1763 by his Note of that date for value rec'd promised said Joseph to pay him nine pounds lawful money at or before y South day of Oct then next with Interest till paid & as in the Writ

The pltf appears by Justin Ely Gentlm his Attorney & three times publickly caller makes default of appearance in Court

Has therefore a recovery by y Court that y said Joseph recover against y said Thomas Eleven pounds lawful money damages and Cost of Court taxed at two pounds 16/10 and thereof he

Execution is 13th Feby 1770

Hall
v
Taylor
16

John Hunt of Springfield in y County of Hampshire yeoman pltf & Moses Taylor of said Springfield yeoman Defendant in apleu of y Case for that said Moses at said Springfield on y 16th day of May 1763 by his note of that date for value rec'd promised said John to pay him Six pounds 3/ that on before the first day of July then next with Interest as in y Writ

The pltf appears by Justin Ely Gentlm his Attorney & the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by y Court that y said Johnrecover against the said Moses four pounds 16/ lawful money damages & Cost of Court taxed at one pound 11/6 and thereof he

Hall
v
Smith
17

Joseph Hall late of Suffield in y County of Hampshire yeoman pltf vs David Smith late of Springfield in said County yeoman Defendant in apleu of the Case for that said David at said Springfield on y second day of October current being Justly indebted to y pltf in the sum of ten pounds 10/ lawful money to balance Book Acct for Liquors, Goods, Wares & Merchandize and Cattle there before that time sold and delivered to said David at his special instance and request according to y usual Acct in Consideration thereof then and there assumed on himself and faithfully promised y pltf to pay him y same sum on demand & yet said David the often there to requested hath never paid y Sum or any part thereof to y pltf But unjustly neglects & Damage of y pltf Joseph three pounds

The

Hall
v
Hall
18

Joseph Hall of Hartford in y County of Hartford Colony of Connecticutt yeoman pltf vs Aaron Hunt of Springfield in y County of Hampshire yeoman Defendant in apleu of y Case for that said Aaron at Springfield on y second day of Oct current being Justly indebted to y pltf y Sum of two pounds 10/ lawful money to balance Book Acct for Liquors before that time Sold and delivered to y said Aaron by y said Joseph at his special Instance and request according to y Acct annexed to y Writ In consideration thereof said Aaron then and there assumed on himself and faithfully promised y pltf to pay him y same Sum on demand, yet Aaron the often there to requested hath never paid y Sum or any part thereof to y pltf But unjustly neglects & Damage of y said Joseph three pounds

The

The ptt appears by Preston Bliss Esqr their Att[y] and the Deft being three times publickly called makes default of appearance in Court
Hee therefore considered by the Court that the said Joseph recover against the said Aaron the sum of Eleven pounds 11/ of lawful money damages and Cost of Court taxed at the sum of 3/11 and thereof he
The said Aaron afterwards comes here by Jonathan Bliss Esqr their Att[y] and appeals from the judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with sureties as the Law directs for his prosecuting the appeal with Effect as by said Recognizance on file appears
Jonathan Dwight of Springfield in the County of Hampshire gent ptt vs John Warner of Hatfield in the County aforesaid yeoman Deft in plea of the Case for that said John at said Springfield on the 14th day of August 1760 by his note of that date for Value Rec[d] promised said Jonathan to pay him or his order forthwith Eleven pounds lawful money with interest from the date thereof with lawful costs of suit yet said John hath not paid the same but neglects and refuses so to do to the damage of said Jonathan the sum of Twenty pounds as he saith which writ is dated the 28th day of August last past and is returnable to the Inferior Court of Common Pleas to be holden at Springfield within and for the County aforesaid on the second Tuesday of September instant at which time the said Jonathan appeared and the said John being solemnly called to appear and answer to the plaintiffs complaint made default and neither he nor any for him appeared to defend the same Whereupon the said Jonathan moved the Court that Judgment might be entered up against the said John for his damages and costs of suit and the Court having heard the allegations of the said Jonathan do adjudge that he recover against the said John the sum of Eleven pounds damages and Three pounds Eleven shillings costs of suit taxed at the sum of Fourteen pounds Eleven shillings
The said John appeals from the judgment aforesaid to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September instant and he recognizes with sureties as the Law directs for his prosecuting the appeal with Effect as by said Recognizance on file appears
Joseph Lyman of Hatfield in the County of Hampshire Gentleman Plaintiff in a plea of the Case for that the said Defendant on the 14th day of August 1760 by his note of that date promised the said Plaintiff by the name of Joseph Lyman Jun[r] of Hatfield aforesaid to pay him or his order on demand the sum of Twenty pounds lawful money with interest from the date thereof and of such payment the Defendant hath not paid the same or any part thereof to the said Joseph Lyman or to any person for his use to the damage of the said Joseph Lyman the sum of Twenty pounds as he saith which writ is dated the 28th day of August last past and is returnable to the Inferior Court of Common Pleas to be holden at Springfield within and for the County aforesaid on the second Tuesday of September instant at which time the said Joseph appeared and the said John being solemnly called to appear and answer to the Plaintiffs complaint made default and neither he nor any for him appeared to defend the same Whereupon the said Joseph moved the Court that Judgment might be entered up against the said John for his damages and costs of suit and the Court having heard the allegations of the said Joseph do adjudge that he recover against the said John the sum of Twenty pounds damages and Three pounds Eleven shillings costs of suit taxed at the sum of Twenty four pounds Eleven shillings

476

Pynchon
vt
Hitchcock
Dr

George Pynchon of Springfield in y County of Hampshire Gentr pltf vs George Hitchcock of said Springfield yeoman Deft in a plea of y Case for that the said George Hitchcock at said Springfield on y fifth day of November Anno 1761 by his promissory note in writing under his hand of that date for Value rec promised y said George Pynchon to pay him the Sum of five pounds lawful mony on or before y first day of May then next with lawful Interest for y same from said Time of payment till paid, and also for that y said George Hitchcock at Springfield afors ony second day of Feby Anno 1762 by his other promissory note in writing under his hand of that date for Value rec promised y s George Pynchon to pay him y a thereon sum of Seven pounds lawful mony on demand with lawful interest for y same till paid Yet y said George Hitchcock tho often requested hath never paid either of y aforesd Sums nor y Interest thereof but unjustly neglects and refuses to do it To y Damage of y said George Pynchon Twenty five pounds — & the pltf appears by John Worthington Esqr his attorney and y Deft being three times publickly called makes default of appearance in Court His therefore consider'd by y Court that y said George Pynchon recover against y s George Hitchcock Nineteen pounds 5/4 of lawful mony damages and Cost of Court taxed at one pound 11/8 and thereof he may have his Execution

The said George Hitchcock afterwards comes here by Jonathan Bliss Gentr his Attorney and appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y fourth Tuesday of Septr next Enowing And hereupon with Sureties as y Law directs for his prosecuting y appeal with Effect as by said recognizance as on file it appears

Conkey
vt
Lilburn
Proprietors
£3

James Conkey of Pelham in y County of Hampshire yeoman and one of the proprietors of y propriety or Common and undivided Lands hereafter described pltf vs The proprietors of a Tract of Land lying in Pelham afores in common and undivided called and known by y Name of Lisburn Propriety Defts in a plea of Trespass on y Case for that whereas one Thomas Dix of Pelham afores yeoman before our Justices of our Inferiour Court of common pleas holden at Springfield within and for s d County of Hampshire on y last Tuesday of August in y seventh year of our Reign recovered judgment against said proprietors for y Sum of thirteen pounds 13/9 Lawful mony for his damages occasioned by their not performing their Certain promise to him there before that Time 13/6 Lawful mony & his Cost and Charges by him about his Suit in that Behalf Expended & afterwards to wit on y 19th Day of September then next following he y s Thomas sued out our Writ of Execon of that date in due form as by Law of this province is prescribed on y judgment afores directed to y Sheriff of our said County of Hampshire his under Sheriff or Deputy which s Writ of Execon afterward on y same day was delivered to Solomon Boltwood then an under Sheriff or Deputy under Oliver Partridge Esq then Sheriff of our said County to be by him duly served, Executed and returned according to Law by Virtue whereof y said Solomon Boltwood at said Pelham on y Last day of said September took one Yoke of Oxen of y pltf and Sold them at Vendue for y Sum of six pounds Lawful mony in part to Satisfy said Execution with his Fees and y said James says that y whole sum due and payable on said Execon with s d Officers Fees & all Cost touching the same amounted to y Sum of sixteen pounds 10/10 & y s d James says his right in said propriety then was and still is one Sixtieth part thereof and no more and that of right it belonged to him to pay and Contribute one Sixtieth part of s d Sum last mentioned being five Shillings and six pence or one sixth part of a penny & no more and that by y Sale and Disposition of his s d Oxen he y s d James hath been compelled to pay over and above his s d Share or proportion of y Damages, Costs and Charges y Sum of five pounds 11/3 & five six parts of a penny whereof the y a said proprietors notice at

Pelham

Belham aforesaid on ysaid Tenth day of April last past by means
of all which ysaid Proprietors became liable and by Law ought to have
contributed and paid said Sum last mentioned to him ysaid James Conkey
Yet ysaid proprietors tho often thereto requested and particularly at
Belham on said Tenth day of April have altogether neglected & refused
and still neglect and refuse to pay ysame or any part thereof to ys
damage of ysaid James Conkey The sum of Ten pounds
The parties appear by their Council and humbly pray that this
Case may be continued until ynext Court & it is granted them And ys
said parties have a further day before ys Lord ys King here until the
Second Tuesday of February next Ensuing

Conkey
vs
Lisburn
Proprietors
1 1/7

Joseph Lease of Suffield in the County of Hampshire yeoman pltff
Amos Bull of Granville in ysaid County yeoman Deft in a plea
of the Case for that said Amos at Springfield in said County on
ye 26th Day of Octo 1765 by his promissory note in writing under his
hand of that date for Value rec promised ysaid Joseph to pay him
Eight pounds 10/ lawful mony on demand with Interest for ys same
till paid, Yet said Amos tho often requested hath never paid ys same
or any part thereof but unjustly neglects it To ys damage of ys
Joseph twelve pounds ~ The pltff appears by John Worthington Esq
his Attr and moves that this Case may be continued until ynext
Term The Deft being out of ys Province and it is granted him and ys
parties have a further day &c until ys second Tuesday of February next

Lease
vs
Bull
2 6

John Worthington of Springfield in the County of Hampshire Esqr pltff
Bildad Fowler of Westfield in ysd County afores yeoman Deft in a plea
the Case for that said Bildad at said Springfield on ye Eleventh day of
August 1765 by his promissory note of that date in writing under
his Hand for Value rec promised said John to pay him forty seven pounds
lawful on demand with lawful interest for ys same till paid, And also for
that said Bildad at said Westfield on ysame Eleventh day of August
1765 by his other promissory note in writing under his hand of
that date for Value rec promised said John to pay him fifteen
pounds 15/ on demand with lawful interest for ys same till
paid Yet said Bildad tho often requested hath never paid ys
same or any part thereof but unjustly neglects & refuses it To ys
damage of ysaid John the sum of Eighty pounds
The pltff appears in his proper person and ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ysd John recover against
the said Bildad fifty pounds lawful mony damages and Cost
of Court taxed at one pound 15/ and thereof &c
The said Bildad afterwards comes here by John Chester Gent his
Attr and appeals from ys judgment of this Court to ys Superiour Court
of Judicature to be holden at Springfield in and for ys County of Hamp
shire on ys fourth Tuesday of September next Ensuing And he recognizes
with Sureties as ys Law directs for his prosecuting ys appeal with effect
as by sd recognizance as on file it appears

Worthington
vs
Fowler
27

William Phillips of Boston in ysCounty of Suffolk Esqr pltff vs Bildad
Fowler of Westfield in ys County of Hampshire yeoman Deft in a
plea of the Case for that said Bildad at said Westfield on ye 15th Day of
Septr 1765 by his promissory note in writing under his hand of that
date for Value rec promised ysaid William to pay him or order
one thousand one Hundred Seventy four pounds 6/8 Lawful mony
on demand with Lawful interest for ysame Yet ysd Bildad
tho often requested hath never paid ysame or any part thereof but
unjustly neglects to do it To ys Damage of ysd William fifteen Hundred pounds
The pltff appears by John Worthington Esq his Attr and ye Deft being three
times publickly called makes default of appearance in Court
His therefore considered by ye Court that ysaid William recover
against ysaid Bildad one Thousand two Hundred & fifty Eight pounds 11/8 of
Lawful mony damages & Cost of Court taxed at three pounds 13/ and thereof &c

Phillips
vs
Fowler
28

The

178
Phillips
Esq vt
Fowler

The said Bildad afterwards at this Term comes here by John Phelps Gent his Attr and appeals from y judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on y fourth Tuesday of September next and he recognizes with Sureties as the Law directs for his prosecuting the appeal with Effect as by said Recognizance on file it appears

Day
vt
Day

William Day of Springfield in y County of Hampshire yeoman pltf
Eleazer Day of said Springfield yeoman Deft in a plea that he render to
William four pounds B/D which to him he owes and from him unjustly
detains and whereon said William says that at our Inferiour Court
holden at Springfield on y last Tuesday of August in y seventh
year of our Leigh by y judgment of y same Court he recovered
against said Eleazer three pounds 2/ for his damages and
one pound 3/ for Cost and Charges whereof s Eleazer is convict
as by y record thereof is manifest and appears which judgment
yet remains in full force and said William hath reversed
out Execn on y judgment aforesd, whereby Action hath accrued
to said William to demand of y said Eleazer y said Sum of four
pounds 15/ &c as in the Writ — The pltf appears by John
Worthington Esqr his Attr and y Deft being three times publickly
called makes default of appearance in Court — It is therefore
considered by y Court that y said William recover against y s Eleaz
five pounds 3/5 of lawful money Debt and Cost of Court taxed at
one pound 13/4 and thereof &c — Execn is d 17th March 1770

Parsons
vt
Leonard
30

Zenas Parsons of Springfield in y County of Hampshire yeoman pltf
Elijah Leonard of said Springfield yeoman Deft in a plea of y Case for
that whereas at s Springfield on y Eleventh day of July 1769 one
Jeremiah Ingram made his certain promissory note under his hand
of that date by which s Jeremiah for Value rec promised s Elijah to pay
him four pounds on demand with Interest till paid & y s Elijah afterwds
the same day at said Springfield for Value then rec of y said Zenas sold
delivered the same to him and then and there for Value rec as aforesd
said Zenas drew his order on y Back of y same Note subscribed with
his proper hand directed to y said Jeremiah thereby requesting him
to pay to said Zenas or order y Contents of said Note according to the
Tenor thereof which note order thereon afterwards y same day y s Zenas
at said Springfield presented to y said Jeremiah for acceptance and
payment which y said Jeremiah then & there utterly refused to pay
but suffered y same to be protested of which y said Zenas there afterwards
the same day gave notice to said Elijah whereby y s Elijah by Law
became liable to pay y same to y pltf and then & there in Consideration
thereof promises the pltf to pay him y Contents of s Note according
to y Tenor thereof on demand — And also for that s Elijah at s
Springfield on y 22d day of Octo 1769 by his promissory note of y date
under his hand for Value rec promised s Zenas to pay him y Value
of four pounds in good merchantable West india Rum to be delivered
at Lubie Bliss House in Springfield aforesd the tenth day of June then
next with use meaning with Lawful interest for y same till paid
And y said Zenas says he was ready at said Lubies House to receive said
Rum at y time of payment that all times yet said Elijah his often requests
hath never performed either of his said promises but unjustly neglects it
to y Damage of y said Zenas nine pounds 10/ — The pltf appears by
John Worthington Esqr his Attr and y Deft being three times publickly
called makes default of appearance in Court — It is therefore considered
by y Court that y said Zenas recover against y said Elijah eight pounds
18/8 of lawful money damages and Cost of Court taxed at one pound 0/2
The said Elijah afterwards comes here by Justin Ely Gent his Attr &
appeals from y judgment of this Court to y Superiour Court of Judicature
to be holden at Springfield in and for y County of Hampshire on the
fourth Tuesday of September next ensuing and he recognizes with
Sureties as y Law directs for his prosecuting y appeal with Effect
as by said Recognizance as on file it appears

Moses Wright yeoman Stephen Wright yeoman Caleb Wright yeoman Elisha Wright yeoman Azariah VanHorn yeoman and Sarah his Wife all of Springfield and Luke Montague of South Hadley Gent & Deborah his Wife all in ye County of Hampshire which said Luke & Azariah one in right of their said Wifes ptts v. William Chapin of Springfield aforesd yeoman Deft in a plea of Entry and Diseisin whereon they demand against yd William 22 Acres and 28 Rods of Land lying at a place called Wreck on ye North side of and near adjoining to Chicobee River in said Springfield about half a mile below the place on said River called Squaquinganuh and bounding as follows Viz. beginning at a Station 6 Rods W. Distant from the Stump of a White Oak Tree ye Corner of Wrights Land so called on a Course West ½ Degrees South from said Stump. Thence West ¾ Degrees South 40 Rods thence West ½ Degr 30 mts North 6 Rods thence West 18 Degr South 8 Rods thence West 2 Degrs South 24 Rods thence West 31 Degrs South 42 Rods thence East 15 Degr 30 mts South 102 Rods to a Fence near ye foot of ye second Hill from the River thence by said Second Hill to ye first Station 33 Rods with ye Appurtenances as ye Right and Inheritance of yesaid Moses, Stephen Caleb, Elisha, Deborah & Sarah and whereof Thomas Terry late of said Springfield unjustly and without judgment Disseized Henry Wright late of said Springfield yeoman Dec. Father of said Moses, Stephen, Caleb, Elisha Deborah and Sarah whose Coheirs they are and say that ye said Henry Wright their Father within thirty years last past was seized of yesaid 22 Acres & 28 Rods of Land with ye appurtenances in his own right as of his Inheritance Right in a peaceable Time taking ye profits thereof to ye Value of 40/ by ye year and that ye said Thomas Terry unjustly & without Judgment disseized him & from ye said Henry ye Right to ye Land aforesd with ye appurtenances descended and came to ye said Moses, Stephen, Caleb Elisha, Deborah and Sarah his Children & Coheirs to have & hold ye same in ye following proportion viz. two seventh parts thereof to ye said Moses and one seventh part to Each of ye other Coheirs and that ye said William had no Entry into ye same Lands and appurtenances until after ye Disseizin which the said Thomas Terry unjustly and without judgment made but ye said William unjustly holds ye same from said Moses, Stephen, Caleb Elisha Luke and Deborah, Azariah and Sarah To ye Damage of ye said Moses, Stephen, Caleb, Elisha, Luke and Deborah, Azariah and Sarah suing as aforesd as they say the Sum of one Hundred pounds

The ptts all appear, by John Worthington Esqr their Attorney (except Azariah VanHorn & Wife) and humbly pray that the Case may be continued until ye next Term that they may have Opportunity to summon VanHorn & Wife to appear at the next Term and prosecute with them if they see fit and it is granted them and ye said parties have a further day in this Court here until ye second Tuesday of February next Ensuing

The foregoing Judgments and Orders &c being made & entred up in manner aforesaid the said Court was adjourned without Day —

Attr. Wm Williams Clerk —

1769
Wrights
v.
Chapin
31

1770 Hampshire ss Anno regni Georgii Tertii Regis magnæ Britanniæ, Franciæ et Hiberniæ decimo

February Term 1770

At his majestys Inferiour Court of Common pleas holden at Northampton within and for the County of Hampshire on the second Tuesday of February being the thirteenth day of sd Month (& de die in diem to the twentieth day of the same month) Anno Domini 1770

Present
Israel Williams Esqr
Oliver Partridge Esqr
Timothy Dwight Esqr
Thomas Williams Esqr
Eleazer Porter Esqr for Certain Causes

Petit Jury
Nathan Frary Foreman
Richard Woolworth
Quartus Pomeroy
Hezekiah Russell
Simeon Morton
Eleazer Allis
Azdriah Mosely
Samuel Graham
Nathan Livermore
Elipahaz Searl
John Nash Junior
Ephraim Wheeler

Continued Actions

Arms vt Hinsdale

William Arms of Deerfield in sd County of Hampshire yeoman pltff
John Hinsdell of said Deerfield yeoman Deft in a plea that sd John render &c as at large on record of sd preceding Term and sd parties now appear by their respective attornies and humbly pray that this Case may be further Continued until sd next Term and it is granted them and sd said parties have a further day &c until the Third Tuesday of May next Ensuing

Hare vt Jones

Samuel Hare of Westfield in sd County of Hampshire yeoman pltff
John Jones of said Westfield yeoman Deft in a plea of sd Case as at large on record of sd preceding Terms — The Pltf appears by John Worthington Esq his Attr and sd Deft being three times publickly called makes default of appearance in Court — It is therefore considered by sd Court that the said Samuel recover against sd said John Jones twenty two pounds of lawful mony damages & Cost of Court taxed at two pounds 16/ & thereof Execution is 8th Mar 1770

Williams & Hill vt Strickland

Israel Williams of Hatfield in sd County of Hampshire Esq & Moses Graves of Pittsfield in sd County of Berkshire Gent pltffs vs John Strickland Lately of Hadley in sd County of Hampshire aforesaid yeoman Deft in a plea of sd Case as at large on record of sd preceding Term — The sd parties appear by their respective Attornies and humbly pray that this Case may be continued until sd next Term and it is granted the said parties have a further Day &c until sd third Tuesday of May next Ensuing

Sanderson vt Harmon & al

Rebecah Sanderson of Springfield in sd County of Hampshire spinster pltff
George Bynehon of said Springfield Gent Administrator of all & singular sd Goods & chattels Rights and Credits of John Harmon late of sd Springfield Dec'd Deft in a plea of sd Case as heretofore recorded at Large. The parties appear and sd referees to whom this Case was referred bring in their award in these words viz. having heard sd pleas & Allegations of sd said parties and having considered of same We find due to sd pltff the Sum of Sixteen pounds also a certain Bed and two pair of Sheets & two Coverlids or Blankets it being sd Bed Sheets &c which she now claims which sum we award sd Deft to pay to sd pltff and also Cost of Court and Cost of this reference Cost of reference being 15/ & Attorneys Fees & Cost of Evidence &c

It is therefore considered by sd Court that sd Rebecah recover against sd George in sd Capacity aforesd sixteen pounds of lawful mony damages & Cost of Court and reference in sd whole taxed at three pounds 3/ & and thereof Execution is 30th Mar 1770

Phinehas Redman of Springfield in y County of Hampshire yeoman pltff 184
Charles Colton of said Springfield yeoman Deftt in a plea of y Case as Redman
at large on Record of y preceding Terms — The parties at this Term in v
their proper persons appear and the Referees to whom this Case was Colton
submitted now bring in their award in these words viz We do award
that y said Phinehas recover against y said Charles one pound 18/8
damages and we further award that y said Phinehas recover agt
y said Charles so much and no more Costs in this Cause than if this
action had been brought before a single Justice together with y
Cost of this Reference being 6/0 It is therefore considered by y
Court that y said Phinehas recover against y said Charles one
pound 18/8 of Lawful mony damages and Cost of Court to Reference
in y Whole taxed at 18/2 & thereof &c — Execon is 25th April 1770

Timothy Dwight Junr of Northampton in y County of Hampshire pltff Dwight &
William Fitch Late of Hatfield in y same County Gentn and Lydia his wife Fitch Late
who was late Lydia Veale otherwise called William Fitch Late of the
New plantation called Number five in y s County Gentn and Lydia his Wife Deftts in a plea
of y Case as at Large on Record of y last Term — The pltff appears by
Daniel Hitchcock Gentn his Attorney and y Deftt being three times publickly
called makes Default of appearance in Court — It is therefore considered
by y Court that y s Timothy recover against y s William and Lydia
Seven pounds 11/6 of Lawful mony damages and Cost of Court taxed at
four pounds 2/10 and thereof &c — Execon is 24th Feby 1770

Israel Williams of Hatfield in y County of Hampshire Esqr pltff vs Mary Williams
Smith of said Hatfield Widow Admx of all y Goods & Chattels Rights and
Credits of Samuel Smith Late of said Hatfield Gent Dec Intestate Deftt cogs &
in a plea of the Case as recorded at Large y last Term And now at this Smith Admx
Term y pltff appears by Simeon Strong Esqr his Attorney and y s Mary
by Joseph Hawley esqr her attorney comes and defends y force & injury &c
and as to y promise alledged in y last Count in y within Writ contained
she says that y said Saml mentioned in y said Writ never promised y
pltff therein named in manner and form as in y said Count is alledged
and thereof puts herself on y Country, And y said Israel likewise

And as to y promise alledged in y first Count in y s Writ contained
the said Mary y Deftt by her Attorney aforesaid says that y pltff named in y s Writ ought
not to have his said Action thereof maintained against her because she
after y Receipt of y two Hundred & thirty three dollars in y first count
mentioned & before y twentieth day of July 1748 y said Saml in y s
Count named in his Life time carried y same dollars to Albany in
the said Writ mentioned and there on y said twentieth day of July said
paid all y said Dollars for y said Israel viz Beaver skins according to his
promise in y said first count ~~mentioned~~ alledged This y s Mary is ready
to verify Wherefore y s Mary prays Judgt if y s pltff ought to have his
Action thereof maintained against her — And y s Israel by his Attorney
John Worthington & Simeon Strong esquires replying say that by any thing by
said Mary in her foregoing plea alledged he ought not to be barred of having
& maintaining his Action against her because he says that y s Saml in
his Life Time never carried 8 Dollars to Albany in y Writ mentioned nor laid
out y same or any part thereof for y s Israel according to his promise & this
s Israel prays may be Enquired of by y Country & y s Mary likewise

Thereupon y Sheriff at this Time according to y Form & Effect of y Statutes in
this Behalf provided returned sixty Jurymen duly impannelled who duly demanded likewise come here
Who to say y truth concerning y premises being duly sworn declare upon
their Oath that they find for y Deftt her Cost of Court It is therefore considered
by y Court that y said Mary recover against y said Israel one pound 18/6
of Lawful mony allowed her for her Costs in defending y Suit of y s Israel &c
The said Israel by one of his Attornies above named viz Simeon Strong Esqr
appeals from y judgment of this Court to y Superiour Court of Judicature to
be holden at Springfield in and for y County of Hampshire on y fourth
Tuesday of September next Ensuing and he recognizes with Surelies as y
Law directs for his prosecuting y said Appeal with Effect as by y Recognizance
on file it Appears

Webber vs Belknap

Edward Webber of South Brimfield in y County of Hampshire yeoman pltff Joseph Belknap of said South Brimfield yeoman Deft in a plea of Trespass on y Case as recorded at large of last Term The pltt appears by Jonathan Bliss Gent his Att'y and y Deft ~~having now a liberty of giving their Judgment in this Case and having appeared in Court~~ It is therefore considered by y Court that y said Edward recover against y said Joseph Sixty pounds of lawful mony damages & Cost of Court taxed at three pounds 7/2 & thereof Execon is Mar 11th 1770

Thompson vs Lundem

Daniel Thompson of South Brimfield in y County of Hampshire yeoman pltff Joseph Belknap of said South Brimfield yeoman Deft in a plea of Trespass on y Case as recorded at large of last Term The pltt appears by Jonathan Bliss Gent his Att'y and y ~~Court having now a liberty of giving their Judgment in and upon y premises and having appeared in Court~~ It is therefore considered by y Court that y said Daniel recover against y s Joseph Sixty pounds of lawful mony damages and Cost of Court taxed at three pounds 7/2 & thereof Exd is Mar 11th 1770

Conkey vs Lisburn Proprietors

James Conkey of Pelham in y County of Hampshire yeoman pltff vs the proprietors of a Tract of Land lying in common and undivided in Pelham aforesaid called and known by y Name of y Lisburn propriety Defts in a plea of Trespass on y Case as at large on record of y last Term The pltt appears by John Worthington and Moses Bliss esquires his attornies & y said Proprietors by Joseph Hawley esq their attorney come & defend &c and reserving to themselves y Liberty of altring this plea on y Tryal or y appeal now say that y Bond declared on is not their deed and thereof put themselves on y Country &c And y said James Conkey by his attornies aforesd consenting to y reservation aforesd says that y plea of y s proprietors above pleaded & y matters therein contained is an insufficient answer to his declaration and that he is not holden by y Law of y Land to answer thereto all which he is ready to prove Wherefore he prays Judgment thereof and for his damages and Cost &c And y said Proprietors say their plea above pleaded is sufficient and thereof pray Judgment & Judgmt for y Costs

Thereupon all and Singular y premises being seen and fully understood by y Court of y Lord y King now here for that it appears to y Court that y plea aforesd of said Proprietors by them in manners form above pleaded and y matters therein contained are not sufficient in Law to preclude y said James from proceeding in his said Action against y said Proprietors or from his damages aforesaid &c Therefore it is considered by y Court that y said James recover against y said Proprietors Ten pounds of lawful mony damages & Cost of Action &c

The said Proprietors by their Att'y above named appeal from the Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y Fourth Tuesday of September next Ensuing And he recognizes with Sureties as y Law directs for their prosecuting y appeal with Effect as by s'd recognizance on file it appears

Pell vs Bull

Joseph Pease of Suffield in y County of Hampshire yeoman pltff Amos Bull of Granville in y said County yeoman Deft in a plea of the Case as at large on record of y last Term &c The pltt appears by John Worthington Esq his attorney and y Deft being three times publickly called makes default of appearance in Court &c It is therefore considered by y Court that y said Joseph recover against y said Amos ten pounds ~~11/0/2~~ of Lawful mony damages and Cost of Court taxed at two pounds 16/2 & thereof

Wright &c vs Chapin

Moses Wright yeoman Stephen Wright yeoman Caleb Wright yeoman Elisha Wright yeoman ~~Azariah Vanhorne yeoman and Sarah his Wife~~ all of Springfield in y County of Hampshire and Luther Montague of South Hadley Gent his Wife pltts vs William Chapin of Springfield aforesd yeoman Deft in a plea of Disseizin as at large on record of y last Term &c The pltts ~~appear~~ by John Worthington Esq their Att'y court vanhorne & wife

And y said Azariah Vanhorn and Wife two of y Original pltts and for whom a Summons was granted at y last Term being now three times publickly called make default of appearance in Court &c Therefore it is considered by y Court that y other pltts may prosecute for their Shares without y s Vanhorns Wife And it is considered by y Court that y Case be continued until y next Term to y s parties have a further day &c until y third Tuesday of May next Ensuing

Chadwick vs Foster Not

William Chadwick of Greenfield in y County of Hampshire yeoman ptf
John Foster of Bernardston in y County aforesd yeoman Deft in a plea of
praft the Case whereon y said William complains that whereas heretofore
to wit on y second day of November in y tenth year of our Reign y said
John pretending himself to be injured by y said William not performing
a certain promise pretended to have been made by said William to s
John of paying him £4 5s 0d in consideration of his being indebted to said
John in that sum for y following articles and services in y following
manner that is to say in 12s for two days spent in arbitrating the
certain Controversey between said William and one Jonathan Ashley
2s 6d for y Travel of said Johns Horse from Bernardston to Greenfield aforesd
at two several Times and 12s more for y Service and Labour of y said Johns
Oxen for twelve days in and about y said Williams Business did in order
to compel y said William to render him damages for not performing
his said promise so pretended to be made as aforesaid commence
an Action against said William in Law by sueing out a Writ of Attachment
in due form of Law under y hand and Seal of Thomas Williams one of the
and ever since one of our Justices of y peace for y same County against y d
William therein declaring against y said William for his not performing
his promise aforesaid and by causing y same Writ to be duly served &
Executed and by causing said William to be duly served with a Writ of
Summons in due form of Law commanding him to appear before
our said Justice at his dwelling House in Deerfield on monday y 13th
day of Nov then current at 10 of y Clock in y forenoon being y time
appointed for Trial of said Action by said Justice in said Writ of Attachment
to answer to y said Action and declaration aforesaid, all which appears
by y s d Writ and y Return thereon and record thereof with s d Justice now
remaining and whereas y s d William did at y time and place of Trial
appear and produce sundry Witnesses to defend himself against said
Action and to prove y said Declaration & Action to be wholly false and
Groundless with Intent to recover Judgment before said Justice for his
reasonable Costs in and about his said defence by him Expended. But
because y said Justice was not present at said Time and place was not
able to recover such Judgment against said John and whereas s d John
minding further to vex and injure said William / because no Judgment
was rendered between said parties in said Action / did afterwards on y same
day sue out against y said William another Writ of attachment under
hand and Seal of y same Justice in due form of Law returnable before
said Justice on Tuesday y fifth day of Dec then next wherein y
said John declared against y said William for y same Cause & no
other to wit for not performing y same promise so pretended to be
made as above set forth and did also cause y said William to be
legally served & Executed and did also cause y said William to be served
with another writ of Summons in due form of Law commanding
him to appear before our said Justice at y same Time & place of
Trial to answer to said John in a plea of y Case for his not performing
y same promise, and whereas afterwards to wit on y same 13th Day
of Nov in order to make a final End & Determination of all Disputes
and Controversies between said parties relating to y premises as well
of and concerning y Action then newly commenced as of y Costs
and Charges in & about y said first Suit commenced in prosecuting
and defending y same by said parties Expended the said William &
John submitting themselves to stand to y Arbitration Order final
Judgment of David Wells, John Severance and Elijah Sheldon Arbitrators
indifferently Elected between them to arbitrate order award finally
Judge of and concerning y premises, he y said John on y same day
at Greenfield aforesd in Consideration of y said Submission &
Consideration that y said William did then and there faithfully promise
to said John that y said William would perform and fulfill all and
Singular those things which y said Arbitrators should arbitrate order
award and finally Judge on his part to be performed fulfilled & observed
Hinderwath

Undertook and faithfully promised said William that he ys said John would well and faithfully perform observe and fulfill alls singular those things that said Arbitrators should arbitrate order award and finally Judge on his ys said Johns part to be performed observed and fulfilled whenever he should be required thereto and ys said William in fact says that ys said Arbitrators did then & there undertake ys Burden & arbitrating awarding, ordering and finally Judging between said William and John ys and concerning ys premises and did then and there afterwards to wit on ys same day by their Arbitration thereon arbitrate award order and finally Judge between them in manner and form following that is to say that ys said John should no farther prosecute ys Action which he had that day commenced against said William and that no further proceedings in Law should be had thereon by either of ss parties and that said William ought not to render any damages to John for or on Act of his neglecting to pay ys said John for the Articles and Services before mentioned and that said William should be forever acquit and discharged from any Action or demand for any cause set forth in ys said Action or Actions of ss John, also that said John should there immediately pay unto said William 23/2 for his Costs in Endeavouring & preparing to make his defence against ys said first commenced Action laid out and Expended and that all Disputes Controversies and demands between said parties relative to ys premises should forever thereafter cease & be determined and ys said Arbitrators did there on ys same day publish and declare the said Award to ys said John and William, And ys William in fact declares that altho ys said William did well and faithfully perform fulfill and observe all and singular ys premises specified in ys above award on ys part of said William to be performed observed and fulfilled according to ys form and Effect of ss Award yet the said William in fact avers that ys said John hath never paid the said 23/2 according to ys form and Effect of said award or any part thereof although ys said John afterwards to wit on ys same day and year at Greenfield aforesaid was thereto required And ys said William further declares that ys said John not regarding his promise and Assumption aforesaid but contriving & Wickedly intending ys said William to Injure and defraud did not forbear to prosecute his said Action which was commenced on ys Day of making said Award but afterwards to wit on ys same 11th day of Dec at two of ys Clock in ys afternoon) ys time appointed for the hearing and trying ys same Action) the said John did appear at said place of Trial before our said Justice & then and there prosecute the same Action and prayed Judgment thereon against ys said William for his damages and Cost and because ys ss William according to ys form and Effect of said Award did not appear there to defend ys same Action the ss John then & there in ys same Action by the Judgment of said Justice rendered by Default recovered agt ys ss William the sum of 26/8 damages and 13/9 for his Cost of Suit all which by the record and process thereof with our said Justice remaining is manifest and appears, And ys said William further declares that after ys rendition of ys aforesaid Judgment to wit on ys Eleventh day of the same Dec the said John further to Injure and vex ys ss William sued out a Writ of Execution in due form of Law on ys same Judgt and caused ys same to be levied on ys Goods and Chattels of ss William and by Virtue thereof ys said Williams Goods and Chattels were taken according to Law and of ys said Goods was of Judgment aforesaid Satisfied & paid and 1/h more levyed for ys said Writ of Execn also enough to satisfy ys Officer who Executed the same his legal fees being the sum of 2/8 all which by said Writ of Execn Return of the Officer thereon with said Justice remaining is manifest and appears all which ys said William declares is contrary to ys form and Effect of ss Award And so ys said John tho often requested hath not performed his said promise But wholly neglects & Refuses to the Damage of ss William Eight pounds

The

The pltt appears by Simeon Strong Esq his Attorney and ys said
John by Joseph Hawley esq and Jonathan Ashley Gent his attornies
comes and defends &c and says that he never promised the s[d] William
in manner and form as is alledged in ys Declaration against him and
thereof puts himself on the Country and the pltt likewise
Thereupon ys Jurors at this Term according to ys form and Effect
of the statutes in this Behalf provided returned and impanelled
being ~~Sworn~~ likewise come here Who to say ys Truth concerning ys
premises being duly sworn by Mr Nathan Drary declare upon
their Oath that they find for ys pltt three pounds 7/7 lawful
mony damages and Cost of Court — It is therefore considered
by ys Court that the said William recover against ys John three
pounds 7/7 of lawful mony damages and Cost of Court taxed at
four pounds 13/4 and thereof he may have his Execution
The said John by one of his Attornies abovenamed viz Jonathan Ashley
Gent[n] ~~and~~ appeals from ys judgment of this Court to ys Superiour
Court of Judicature to be holden at Springfield in and for ys County of
Hampshire on ys fourth Tuesday of September next Ensuing And he
recognizes with Sureties as ys Law directs for his prosecuting ys appeal
with Effect as by said recognizance as on file it appears

Ephraim Kellogg [Junr] of Amherst in ys County of Hampshire yeoman pltf
Nathan Adams of Sunderland in ys County aforesaid yeoman Deftn
in a plea of the Case for that whereas the said Ephraim at Amherst
on ys tenth day of August last past Sold and delivered to s[d] Nathan
at his special instance and request a certain mare then ys property of
said Ephraim he ys said Nathan then and there in Consideration thereof
undertook and faithfully promised said Ephraim to pay him so much
mony for the same mare as ys same mare was reasonably worth
at ys time of the sale and delivery aforesaid when he should be thereto
requested and the said Ephraim in fact says that ys same mare
at ys time of ys Sale and delivery aforesaid was reasonably worth ys
sum of Ten pounds of all which ys said Nathan then & there had
notice, Also for that whereas said Ephraim at said Amherst on ys
same day and year sold and delivered to said Nathan at his special
Instance and request one other mare of ys said Ephraims, he the said
Nathan in Consideration thereof promised said Ephraim to pay
and content to him for ys same mare ys Value of Ten pounds in
the following manner that is to say to pay to said Ephraim
immediately on ys same day in part of s[d] Ten pounds ys Sum
of 12/ and also to pay and deliver to said Ephraim the Value of
nine pounds of the residue of said Ten pounds on or before ys
first day of January then next in good Wheat at ys Merchants
price meaning ys price at which Traders within our s[d] County
Usually purchase Wheat for ys ready mony which ys s[d] Ephraim
avers to be 3/6 by ys Bushel) and tho ys said Nathan paid the said
12/ according to his promise and Assumption aforesaid, Yet s[d]
Ephraim in fact says that he has never paid or delivered ys said
Wheat or any part thereof tho said Ephraim was always ready
to receive the same nor any way performed his said promises
or either of them tho often requested but neglects it So ys Damage
of the said Ephraim as he saith ys Sum of Twelve pounds
The pltt appears by Simeon Strong Esq his Att[y] and ys d Nathan
by John Worthington Esq and Elisha Porter Gent his Attornies comes
and defends &c and for plea says that he never promised the s[d]
Ephraim in manner and form as in his said declaration
he has thereof against him alledged and thereof puts himself
on ys Country and ys pltt likewise — Thereupon ys Jurors at
this Time according to ys form and Effect of ys Statutes in this Behalf
provided, returned and impanelled ~~Sworn~~ Duly Sworn likewise come
here Who to say ys Truth concerning ys Premises being duly sworn
by Mr Nathan Drary declare upon their Oath that they find for the
pltt nine pounds Eight Shillings damages & Cost of Court

Kellogg
vs
Adams

No 2

His therefore considered by ye Court that ye said Ephraim Lower
against ye said Nathan Nine pounds 8/ of lawful money damage
and Cost of Court taxed at four pounds 2/4 and thereof &c
The said Nathan by Elisha Porter Gent his one of his Attornies
aforesaid appeals from ye Judgment of this Court to ye Superiour
Court of Judicature to be Holden at Springfield within & for
the County of Hampshire on ye Fourth Tuesday of September
next Ensuing and he recognizes with Sureties as ye Law directs
for said Nathans prosecutting ye appeal with Effect as by ye
Recognizance on file it appears

Marble
vs
Hayden

No 3

John Marble of Benington in ye County of Albany and Province of
New York yeoman pltf vs Moses Hayden of Ashfield in ye County of
Hampshire Physician Deft in a plea of ye Case for that said Moseat
Northampton on ye 21st day of April 1769 by his note of that date for
Value rec promised said John that he would pay him five pounds
8/ on or before ye first day of September 1769 with Interest for ye
same Sum till paid &c as in the Writ — The pltf appears by
William Billings Gent his Attr and ye Deft being three times publickly
called makes default of appearance in Court — It is therefore consi-
dered by ye Court that ye said John recover against ye said Moseo
four pounds 0/ 0 of lawful mony damages and Cost of Court taxed
at two pounds 13/0 and thereof &c — Execon is 12th April 1770

Haskell
vs
Hart

No 4

Phinehas Haskell of Westborough in ye County of Worcester yeoman
pltf vs Ebenezer Hart of Shelburne in ye County of Hampshire yeoman Deft
in a plea of ye Case for that said Ebenezer at Springfield on ye last day
of Sept last past was justly indebted to said Phinehas in ye Sum of
seven pounds lawful mony for sundry Articles of Book Acct according
to ye Acct annexed to ye Writ he ye said Ebenezer in consideration thereof
on ye same day and year above at Springfield aforesd to ye said Phinehas
promised that he would satisfy ye aforesaid Sum when he should be after-
wards thereto required &c as in ye Writ — The pltf appears by
William Billings Gent his Attr and ye Deft being three times publickly
called makes default of appearance in Court, It is therefore considered
by ye Court that ye said Phinehas recover against ye said Ebenezer seven
pounds of lawful mony damages and Cost of Court taxed at two
pounds 12/10 and thereof &c —

Billings
vs
Channey

No 5

William Billings of Sunderland in ye County of Hampshire Gent pltf vs
Isaac Channey of Ashfield in ye County aforesd yeoman Deft in a plea of ye
Case for that said Isaac at said Sunderland on ye last day of Dec last
owed ye said William two pounds 7/0 for sundry Articles of Account
according to ye Acct annexed to ye Writ and in Consideration thereof
promised said William that he would pay him ye same Sum when
he should be thereto requested &c as in the Writ — The pltf appears by
in his proper person and ye Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by ye Court
that ye said William recover against ye said Isaac two pounds 7/0 of lawful
mony damages and Cost of Court taxed at one pound 16/9 & thereof &c
Execon is 12th April 1770

Billing
vs
Parish

No 6

Ebenezer Billings of Montague in ye County of Hampshire yeoman Pltf vs
Ebenezer Parish Physician and John Wood Shopkeeper both of Colrain in ye
County aforesaid Defts in a plea of the Case for that ye said Ebenr Parish &
John Wood at said Colrain on ye 29th day of July 1769 by their note of that date for value rec
severally promised ye said Billings that they would pay him twelve pounds
8/ lawful mony within three months from ye Date of ye said Note with lawful
Interest for ye same sum from ye Date till paid Yet ye said Parish & Wood nor either of
them tho often requested have paid said Sum to said Billing But wholly neglect to
do it to ye Damage of ye said Billing fifteen pounds — The pltf appears by William Billing
Gent his Attr and ye Deft being three times publickly called make default of appearance
in Court — Therefore it is considered by ye Court that ye said Billing recover against ye said Parish &
Wood twelve pounds 8/ of lawful mony damages Cost of Crt taxed at £1, 18, 10 & thereof &c
The said Parish & Wood afterwards at this time come here by Joseph Hawley Esq their Attr &
appeal from ye Judgment of this Court to ye Superiour Court of Judicature to be holden
at Springfield in & for ye County of Hampshire on ye Fourth Tuesday of Sept next &
he recognizes with Sureties as ye Law directs for their prosecutting ye said appeal with Effect
as by said Recognizance as on file it appears

Thomas Smith of Westfield in y County of Hampshire yeoman pltt or
Bildad Fowler of said Westfield yeoman Deftr in aplea that ys d Bildad
render to s Thomas twelve pounds lawful mony which to him he owes
and from him unjustly detains and whereon said Thomas says y t
at s d Westfield on y 14th Day of Nov r last past said Bildad by his Bond
of that date in Court to be produced bound himself to said Thomas
in y Sum of twelve pounds to be paid him on demand &c as in y Writ
The pltt appears by John Phelps Gent his Att y & Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Thomas recover
against y said Bildad four pounds 16/ 8 d 1/2 of lawful mony Debt
and Cost of Court taxed at one pound 16/ 2d and therefore &c

Execon is April 7th 1770

John Phelps of Westfield in y County of Hampshire Gent pltt or
Adonijah Burr of y same Westfield Joiner Deftr in aplea of Trespass on
the Case for that said Adonijah at said Westfield on y 13th Day of May
y r 69 by his note of that date for value rec d promised said John to
pay him or order five pounds 7/ 10 lawful mony on demand with
Interest till paid &c as in the Writ — The pltt appears by his Attorney
& proper oversett ~~Gerrish his att~~ and y Deft being three times publickly called makes
default of appearance in Court — His therefore considered by the
Court that y said John recover against y said Adonijah five pounds
12/ 7 1/2 of lawful mony damages and Cost of Court taxed at £1 1 19 1 9 therefore &c

Execon is d 25th May 1770

Robert Black of Blanford in y County of Hampshire yeoman pltt or
Ezekiel Hale of Granville in y said County Joiner Deft in aplea of the
Case for that said Ezekiel at said Blanford on y Sixteenth day of May
y r 69 by his note of that date for Value rec d promised s d Robert to pay
him or order two pounds 10/ in three months from y Date of s d Note
with Interest till paid &c as in y Writ — The pltt appears by John
Phelps Gent his att y and y Deft being three times publickly called
makes default of appearance in Court — His therefore considered
by y Court that y said Robert recover against y s d Ezekiel two pounds
12/ 2 1/2 of lawful mony damages and Cost of Court taxed at £2 3 10 therefore &c

Ozias Pettebone of Simsbury in y County of Hartford Colony of
Connecticutt Gent n pltt or Thomas Williams of Granville in the
County of Hampshire yeoman Deft in aplea of y Case for that s d
Thomas at s d Northampton on y 12th Day of Instant current being
indebted to y pltt in y Sum of seven pounds 7/ 10 Lawful mony
for sundry Goods, Wares and Merchandize before that time sold
by y pltt to s d Thomas at his special instance Request according to
the Schedule annexed to y Writ said Thomas in Consideration thereof
promised said Ozias to pay him y same on demand &c as in the Writ
The pltt being three times publickly called to come into Court and
prosecute his Action is Nonsuit and y Deft likewise defaulted
y Action accordingly Dismissed

Ozias Pettebone of Simsbury in y County of Hartford and Colony of Connecticutt
Gent n pltt vs Ephraim Gleason of Granville in y County of Hampshire
yeoman Deft in aplea of Trespass &c y Case for that y said Ephraim at
said Northampton on y twelfth day of January current being indebted
to y pltt in y Sum of four pounds 10/ 3 lawful mony for sundry Goods
Wares and Merchandizes there before that Time sold and delivered by y
pltt to said Ephraim at his special Instance and Request according
to y Schedule annexed to y Writ and being so indebted he y s d Ephraim
then and there in Consideration thereof promised y said Ozias to pay
him y same on demand Yet y said Ephraim tho often requested hath
not performed his said promise But he neglects it to y damage of y
said Ozias Nine pounds — The pltt appears by John Phelps Gent
his Att y and humbly prays that y Case may be continued until
the next Term The Deft being out of y Province and it is Granted him
and y Case is continued until y Next Term

Ozias Pettebone of Simsbury in y County of Hartford and Colony of
Connecticutt Gent n pltt vs Amos Bull of Granville in y County of
Hampshire yeoman Deft in aplea of Trespass on y Case for that y said
Amos at s d Northampton on y twelfth day of January current being
indebted to y pltt in y Sum of four pounds 6/ 8 d lawful mony for sundry
Goods

480 Goods, Wares and Merchandizes there before that Time sold & Delivered
by ye ptt to ye said Amos at his Request according to ye Schedule annexed
Pettebone to ye Writ and being so indebted he ye said Amos then and there in
tt Consideration thereof promised ye said Ozias to pay him ye same on
Bill demand, Yet ye said Amos tho often thereto requested hath not performed
his said promise But he unjustly neglects and refuses to do it to ye
damage of ye said Ozias the Sum of five pounds & The ptt appears
by John Phelps Gent his Attr and humbly prays that this Case may
be continued until ye next Term The Deft being out of ye Province
and it is granted him and ye said parties have a further Day & until ye
Third Tuesday of May next Ensuing

John Ozias Pettebone of Simsbury in ye County of Hartford and Colony of Con
Pettebone necticutt Gent ptt vs Adonijah Burr of Westfield in ye County of Hampshire
tt yeoman Deft in a plea of Trespass on ye Case for that said Adonijah
Burr at said Westfield on ye last day of Decr last past being Justly indebted to ye
ptt in ye Sum of five pounds lawful money for sundry Goods
13 Wares and Merchandizes before that Time sold and delivered by ye ptt
to ye said Adonijah at his special instance and Request according to ye
Schedule annexed to ye Writ he ye said Adonijah in Consideration thereof
promised said Ozias to pay him ye same on demand &c as in ye Writ
The ptt appears by John Phelps Gent his Attr and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Ozias recover
against ye said Adonijah five pounds lawful money damages
and Cost of Court taxed at two pounds 5/o and thereof he
Escon is ye 7th April 1770

Hitchcock Daniel Hitchcock of Northampton in ye County of Hampshire Gent ptt
tt vs Robert Abercrombie of Pelham in ye County aforesaid Gent Deft in a plea
Abercrombie of ye Case for that said Robert at said Northampton on ye Tenth day of
February 1769 by his note of that date for Value rec'd promised one
14 Solomon Stoddard of Northampton aforesd Esqr to pay him or his order
Eight pounds lawful money on demand with Interest till paid
and afterwards viz: on ye same tenth day of Feby at Northampton
the said Solomon Endorsed ye same note and thereby appointed the
Contents of ye same note (then wholly due) to be paid to ye said Daniel
Whereof ye said Robert instantly had notice and thereby became liable
to pay ye same to said Daniel and being so liable said Robert in Consideration
thereof assumed on himself to said Robert faithfully promised to pay him
the same on demand & And also for that said Robert at Northampton
on ye Ninth day of Feby 1769 by his other note of that date for Value
rec'd promised said Daniel to pay him or his order another Sum of 33/2
on demand with Interest till paid &c as in the Writ & The ptt appears
in his proper person and ye Deft being three Times publickly called makes
default of appearance in Court & It is therefore considered by ye Court
that ye said Daniel recover against ye said Robert Eight pounds 17/7½ lawful
mony damages and Cost of Court taxed at one pound 10/10 thereof &c
Escon is ye 26th Dec 1770

Patterson David Patterson of Belchertown in ye County of Hampshire yeoman ptt
tt vs Samuel Owen of Ware in ye County aforesd Husbandman Deft in a plea of
Owen the Case for that said Samuel at Greenwich in s County on ye Sixth day
15 of June 1760 by one note for Value rec'd promised said David to pay him
four pounds lawful mony at or before ye first day of Feby next with
Interest till paid &c as in ye Writ & The ptt appears by Jonathan
Bliss Gent his Attr and ye Deft being three times publickly called makes
default of appearance in Court & It is therefore considered by ye Court
that ye said David recover against ye said Samuel four pounds 2/d lawful
mony damages and Cost of Court taxed at two pounds 6/10 thereof &c
Escon is 3d May 1770

Butler George the third &c To the Sheriff &c Whereas
tt Simon Baxter of Enfield in ye County of Hampshire yeoman before us
Chandler Justices of our Inferiour Court of common pleas holden at Springfield
tt on ye last Tuesday of August by ye Consideration of ye said Justices recovered
Judgment against Jonathan Whaples of Sandisfield in ye County of Berkshire
16 yeoman for ten pounds lawful mony damages and two pounds 7/ 6 libs
for his Costs in that Behalf Expended whereof ye said Jonathan is convict as
appears to us of Record and altho Judgment be thereof Given & Execution for ye
Damages

Damages and Cost aforesaid in due form as by Law of this Province is prescribed was accordingly ~~Issued out~~ by yᵉ said Simon Baxter against yᵉ said Jonathan Whapples bearing date yᵉ 22ᵈ day of Septᵇʳ directed to yᵉ Sheriff of our said County of Berkshire his under Sheriff or Deputy and returnable into our Inferiour Court then next to be holden at Northampton on yᵉ Second Tuesday of November then next which said Writ of Execon was afterwards on yᵉ 29th day of September last at Sandisfield aforesᵈ duly committed by said Simon to John Morse then and ever since a Deputy Sheriff to be served and returned according to Law and afterwards on yᵉ Second Tuesday of November aforesᵈ yᵉ said Morse made return of our said Writ into our said Inferiour Court holden at Northampton on yᵉ Second Tuesday of November last indorsed on yᵉ same Writ in yᵉ Words and figures following viz: Berkshire ss Novʳ 13th 1769 I have made diligent Search and can not find any Estate nor yᵉ Body to satisfy this Execon and return it wholly unsatisfied John Morse Depᵗ Sheriff as by yᵉ said Writ of Execon appears of Record And yᵉ said Simon avers that yᵉ said Judgment yet remains in full force not satisfied nor reversed and whereas on yᵉ Nineteenth day of June last John Chadwick of Tyrringham in yᵉ County of Berkshire Esqʳ and David Ingersoll of Great Barrington in yᵉ same County Esq by their Bond to our said Sheriff duly Executed became & were Bail & Sureties for yᵉ said Jonathan upon yᵉ Original Writ whereon yᵉ Judgment aforesᵈ was given not only for his yᵉ said Jonathans appearance and answering to yᵉ said Simon in his plea of yᵉ Case but also for his abiding & performing yᵉ Judgment of said Court & not departing without Licence as by said Bail Bond dated yᵉ 19th day of June last in Court to be produced appears, Nevertheless yᵉ said Jonathan did not appear at said Court when and where said Writ was returnable nor answer yᵉ same Writ nor to yᵉ plea of yᵉ said Simon therein declared neither hath he any ways performed or satisfied said Judgment of our said Court but hath avoided and a Non Estimandus hath been ~~made~~ duly returned upon yᵉ Execon aforesᵈ against him as aforesaid and yᵉ same Judgmt remains as yet in full force, As we have heard from yᵉ Suggestion of yᵉ said Simon Baxter and he hath supplicated us to provide remedy for him in this Behalf And we willing that Justice should be done Command you that you make known unto yᵉ said John Chadwick and David Ingersoll Junʳ that they be before our Justices of our Inferiour Court next to be holden at Northampton on yᵉ second Tuesday of Feby next then in yᵉ Writ mentioned to shew if any they have why Execution should not be awarded ~~&c~~ ᵗᵒ yᵉ said Simon Baxter against yᵉ said John Chadwick & David Ingersoll for yᵉ sum above mentioned viz: for twelve pounds ₶ᵗʰ of lawful money Debt and it is further considered that yᵉ said Simon ~~recovery against the~~ against yᵉ said John and David ~~his~~ his Cost taxed at two pounds 9ˢ 9ᵈ and thereof &c Execon is dᵈ 5th May 1770

Zachariah Johonnot of Boston in yᵉ County of Suffolk Esqʳ Attorney to John Downing of Ware in yᵉ County of Hampshire Innholder Deft in a plea of the Case for that said John at Ware aforesᵈ on yᵉ Sixteenth day of Feby 1763 by his note for Value rec'd promised said Zachariah to pay him or order Eighteen pounds ₶ᵗʰ lawful money on demand with Interest till paid &c as in yᵉ Writ — The pltf appears by Ephraim Wercester Esqʳ Attᵛ and yᵉ Deft being three times publickly called makes default of appearance in Court — It is therefore considered by yᵉ Court that yᵉ said Zachariah do recover against yᵉ said John fourteen pounds ₶ᵗʰ lawful mony damages Cost of Court taxed at three pounds 9ˢ thereof &c

Johnnot
vs
Downing

Oliver Pomeroy of Wethersfield in yᵉ County of Hartford and Colony of Connecticutt Innholder pltf in Eleazer Nash of Granby in yᵉ County of Hampshire yeoman Deft in a plea of yᵉ Case for that yᵉ said Eleazer at said Northampton on yᵉ 22ᵈ day of June last past by his promissory Note in writing under his hand of that date for Value rec'd promised yᵉ said Oliver to pay him yᵉ Sum of Seven pounds 7₶ᵗʰ Lawful money on demand with Lawful interest for yᵉ same until paid — Yet yᵉ said Eleazer tho often requested hath never paid said Sum or any Interest thereof But unjustly neglects it To yᵉ Damage of yᵉ said Oliver the Sum of ten pounds

Pomeroy
vs
Nash

The

Log

Bowers
vs
Nash

The pltt appears by John Worthington Esq his Attr and y Deft being three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Oliver recover against the said Eleazer five pounds 11/9 of lawful mony damages and Cost of Court taxed at two pounds 6/0 and thereof he may have his Exon
The said Eleazer afterwards at this Term comes here by Justin Ely Gent his Attr and appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield within and for y County of Hampshire on y fourth Tuesday of September next Ensuing And he recognizes with Sureties as y Law directs for his prosecuting y Appeal with Effect as by said recognizance as on file it appears

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Warner
vs
Peck
20

Jonathan Warner of Hadley in y County of Hampshire Trader pltt vs Israel Peck late of aplace called Williamsburg in y County of Berkshire Gent Deft in aplea of y Case for that said Israel at said Hadley on y first day of May last past being justly indebted to y said Jonathan in y Sum of five pounds 2/0 lawful mony to ballance accts according y Accompt then had with said Israel in Consideration thereof promised said Jona to pay him y same on demand — The pltt appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Jonathan recover against said Israel five pounds 2/0 lawful mony damages and Cost of Court taxed at one pound 15/7 & thereof &c
Execon is 12th March 1770

Allen
vs
Stewart
21

Jonathan Warner of Hadley in y County of Hampshire Trader pltt vs William Stewart of Second late of Shelburne in y County aforesaid Yeoman Deft in aplea of y Case for that said William at said Hadley on y 13 day of April last past by his note of that date for Value rec promised said Jonathan to pay him four pounds 13/1 by y first day of August then next with Interest for y same until paid &c as in the Writ
The pltt appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Jonathan recover against y said William four pounds 17/7 of lawful mony damages and Cost of Court taxed at one pound 11/11 and thereof &c

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Allen
vs
Gates
22

Jonathan Warner of Hadley in y County of Hampshire Trader pltt vs Israel Gates late of Conway in said County Yeoman Deft in aplea of y case for that said Israel at said Hadley on y 18th day of July last past by his note of that date for Value rec promised said Jona to pay him two pounds 19/7 on demand with Interest &c as in the Writ
The pltt appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Jonathan recover against y said Israel three pounds 17 1/4 of lawful mony damages and Cost of Court taxed one pounds 13/7 & thereof &c Execon is 12th March 1770

Allen
vs
Chilson
23

Jonathan Warner of Hadley in y County of Hampshire Trader pltt vs Asaph Chilson late of Conway in said County Yeoman Deft in aplea of y Case for that said Asaph at said Hadley on y 23d day of August last past by his note of that date for Value rec promised y said Jonathan to pay him y Sum of six pounds 6/8 lawful mony on demand with the lawful interest thereof until paid Yet y said Asaph tho often requested hath never performed his s promise But neglects it To y Damage of the said Jonathan Ten pounds — The pltt appears by Elisha Porter Gent his Attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Jonathan recover against y said Asaph six pounds 11/10 1/2 of lawful mony damages & Cost of Court taxed at one pound 13/7 & thereof &c
The said Asaph afterwards comes here by William Billings Gent his Attr and appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y fourth Tuesday of Sept next and he recognizes with Sureties as the Law directs for his prosecuting y Appeal with Effect as by said recognizance on file it appears

Jonathan Warner of Hadley in y County of Hampshire Trader pltf vs
Benjamin Lead of Hatfield in y said County yeoman Deft in a plea
of y Case for that y said Benjamin at said Hadley on y 31st day of May
last past by his note of that date for Value rec promised y said
Jonathan to pay him y Sum of one pound 3/ lawful mony within
three months from y Date of y said note with y lawful interest for
y same until paid. And also for that y same Benjamin at said
Hadley on y 19th day of June last past by his other note of y same
date for Value rec promised y same Jonathan to pay him one other
sum of three pounds 12/2 p lawful mony within six months after
the date of y same note with y lawful interest for y same until
paid And also for that y said Benjamin at said Hadley on y first
day of November last past being justly indebted to y s Jonathan
in one other sum of seven pounds 1/6 3/4 like lawful mony to
ballance Book Acts according to y Act annexed to y Writ he y same
Benjamin then and there in Consideration thereof promised the
same Jonathan to pay him y last mentioned sum whenever
afterwards he should be thereto required Yet y said Benjamin tho
often thereto required has never performed either of his s promises
aforementioned but neglects and refuses to do it To y Damage of y
Jonathan Fifteen pounds — The pltf appears by Elisha Porter
Gent his Attorney and y Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by y Court that
y said Jonathan recover against y said Benjamin ten pounds 16/ 10 p of
lawful mony damages and Cost of Court taxed at 1 £ 11 Mon / there of the

The said Benjamin afterwards at this Term comes here by Daniel
Hitchcock Gent his attorney and appeals from y Judgment of this Ct
to y Superiour Court of Judicature to be holden at Springfield on the
fourth Tuesday of September next Ensuing And he recognizes with Sureties
as y Law directs for his prosecuting y Appeal with Effect as by s
recognizance as on file it appears

Warner
vt
Lad
£4

Noah Goodman of South Hadley in y County of Hampshire yeoman pltf vs
Elijah Lyman late of Northampton in s County yeoman Deft in a plea
of the Case for that y said Elijah at said South Hadley on y 26th Day of
September last past by his note of that date for Value rec promised y
said Noah to pay him y Sum of Six pounds lawful mony by y first
day of January then next after y Date of y said Note with y Lawful
Interest for y same Sum until paid, Yet y said Elijah tho often requested
hath never performed his said promise But neglects it To y Damage
of said Noah Eight pounds — The pltf appears by Elisha Porter Gent
his Attorney and y Deft being three times publickly called makes default
of appearance in Court — It is therefore considered by y Court that
y said Noah recover against y said Elijah six pounds 2/7 p of lawful
mony damages and Cost of Court taxed at one pound 12/1 there of the

Said Elijah afterwards comes here by Daniel Hitchcock Gent his att
and appeals from y Judgment of this Court to y Superiour Court of
Judicature to be holden at Springfield in and for y County of Hampshire
on y fourth Tuesday of September next Ensuing and he recognizes
with Sureties as y Law directs for his prosecuting y Appeal with
Effect as by said recognizance as on file it appears

Goodman
vt
Lyman
£5

Simeon Ward of aplace called Fort Pelham in y County of Hampshire
Husbandman pltf vs Daniel Hinsley of Charlemont in y s County
husbandman Deft in a plea of Trespass on y Case and whereon the s
Simeon complains that whereas on y 17th day of April last at
Charlemont aforesaid one William Hutchins made his certain
promissory note in writing called a promissory note with y proper
hand of y said William subscribed bearing date y same day & year
abovesaid and y same Note to y said Daniel delivered by which s Note
the said William promised to pay to y said Daniel or order Eleven
pounds lawful mony on demand with Interest meaning y lawful
Interest of y said Sum / till paid for Value rec, And afterwards to wit
on y first day of September last y Whole contents of y said Note being
then unpaid at Charlemont aforesaid y said Daniel by his Indorsement
with his own proper hand subscribed and made upon y same note
assigned that note to y said Simeon & by y s Indorsement ordered y said
William to pay y Contents of y same Note to the s Simeon according to y

Ward
vt
Hinsley
£6

Tenor

1792
Ward
v
Kinsley

Tenor of the same Note; And ys said Simeon in fact says that after the Asoignment and appointment aforesd as aforesd made to wit on ys Second day of September aforesaid at Charlemont aforesaid he ys said Simeon shewed the Note aforesd and ys Indorsment aforesaid on ys said note to ys said William & then and there required ys said William to pay ys Contents of ys said Note according to ys Tenor of ys said Note and ys Indorsment aforesaid to ys said ~~William~~ Simeon But he ys said William ys Contents of ys said note to ys said Simeon did not pay nor hath yet paid But to pay ys same to ys said Simeon ys said Willm then and there to wit ys same day and year last aforesd and ever after hitherto hath refused, Whereof ys said Simeon afterwards to wit on ys fourth day of ys said December at Charlemont aforesd gave notice to ys said Daniel And by reason of ys premises ys said Daniel became liable and is liable to pay to ys said Simeon ys whole contents of ys said note and so being liable ys said Daniel in consideration thereof afterwards to wit on ys said fourth day of September last at Charlemont aforesd asumed on himself & to ys said Simeon promised that he ys said Daniel ys whole contents of ys said Note to the said Simeon when he should be thereto required would pay and content Nevertheless ys said Daniel tho often required hath not paid ys Contents of ys said note or any part thereof to ys said Simeon but has hitherto refused and still refuses to do it To ys Damage of ys said Simeon Sixteen pounds

The ptt appears by Joseph Hawley esq his attr and ys Deft by Jonathan Ashley Gentn his Attr comes and defends ys force and Injury &c and says yt he never promised in manner and form as ys ptt in his declaration agt him hath alledged and thereof puts himself on ys Country, And ys ptt by his Attorney above said says that ys plea foregoing by ys said Kinsley pleaded is an insufficient answer to his declaration and that by ys Law he is not held to reply thereto he therefore prays he may not be precluded from his action by ys said plea but that his damages and Costs may be adjudged to him; And ys said Kinsley says that his plea is sufficient &c ~ Thereupon ys premises being seen and fully understood by ys Court of ys Lord ys King now here for that it appears to ys said Court of ys said Lord ys King that ys plea aforesaid of ys said Kinsley and ys matters therein contained are sufficient in Law to preclude ys said Ward from having his aforesd action maintained agt the said Kinsley ~ Therefore it is considered by ys Court that ys said Ward by his plea aforesd have nothing &c It is also considered that ys said Kinsley do recover against ys said Ward £1.2.6 of lawful money allowed him with his aforesd for his Cost in defending ys Suit of ys said Ward thereof &c

The said Ward by his attorney abovenamed appeals from ys Judgment of this Court to ys Superiour Court of Judicature to be holden at Springfield in and for ys County of Hampshire on ys fourth Tuesday of September next Ensuing, And he recognizes with Sureties as ys Law directs for his prosecuting ys appeal with Effect as by ys Recognizance on file appears

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Rowe
v
Taylor
2d

John Rowe of Boston in ys County of Suffolk esq ptt vs Jonathan Taylor of Charlemont in ys County of Hampshire husbandman Deft in a plea of Tresspass on ys Case for that said Jona at Springfield on ys 30th Day of April ys yr by his note for Value rec promised one Elijah Williams to pay him or his order four pounds lfo lawful money on demand with Interest till paid, And whereas said Elijah afterwards on ys last day of May last by his Indorsment ordered ys payment of ys whole contents of ys Note then wholly due to be paid to said John of all which ys said Jona instantly had notice and so became liable to pay ys Contents to ys said John and being so Chargeable he then and there in consideration thereof promised said John that he would pay him ys Contents of said Note on demand &c as in ys Writ ~ The ptt appears by Joseph Hawley esq his attr & ys Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by ys Court that ys said John recover against ys said Jonathan four pounds 13/2½ of lawful money damages & Cost of Court taxed at two pounds 16/10 thereof &c

Dickinson
appt vs
Birge
2d

Nathaniel Dickinson of Deerfield in ys County of Hampshire yeoman Appt vs John Birge of s Deerfield Feltmaker Appd from ys Judgment of Thomas Williams esq one of his Majestys Justices of ys peace in and for s County of Hampshire rendered by him at a Trial of the action before him on ys 12th Day of December ys yr at which Trial ys said John Birge was ptt & ys said Nathaniel Deft in a plea of ys Case for that said Nathaniel at said Deerfield

Deerfield on ye last day of September last owed ye said John one pound 16/ lawful mony for Book Debt / for one Hatt according to ye Debt to ye pltfs Writ annexed at Deerfield aforesaid before said last day of Sept aforesd Sold and delivered to him ye said Nathaniel by him ye said John at ye said Nathaniels special Instance and request, in consideration whereof ye said Nathaniel at said Deerfield on said last day of Sept aforesd promised said John to pay him ye aforesaid Sum on demand, Yet ye said Nathaniel tho often requested hath never paid ye same nor any part thereof to him ye said John but ye said Nathaniel unjustly neglects and refuses to doit To ye Damage of ye said John as he saith forty Shillings — At which Trial ye pltf appeared & ye Defd Nathl came and defended ye force &c and said that he never promised ye said John in manner and form and thereof prays Judgment of ye said Justice and the said John likewise — The parties having been heard and ye premises by ye said Justice being understood ye said Justice found for ye said John 2d / Damages & Cost of Court It was therefore considered by said Justice that ye said John should recover against ye said Nathaniel 2d / of lawful mony damages and Cost of Court taxed at 9 / & thereof &c — The said Nathaniel in his proper person appeals from ye Judgment of said Justice to this Court and he Entered into Bonds to prosecute &c And now The said parties by their respective attornies viz: ye Appellant by Joseph Hawley esqr and ye Appellee by Jona Ashley 2nd Gent come here and refer ye Case & ye final Determination and Award of Messrs Salah Barnard, Samuel Field and William Billings or any two of them / Arbitrators mutually Elected by the said parties / to be determined according to Law and Evidence ye said Award to be made upon ye premises and returned into this Court so soon as may be and ye said parties have a day &c

493
Dickinson
Appt &
Birge

Benjamin Pulsipher of Conway in ye county of hampshire yeoman pltf vs Aaron Ives of said Conway yeoman Deft in a plea of ye Case for that ye said Aaron at said Northampton on ye first day of Octo 1760 by his note of that date for Value then and there of him ye said Benjamin rec promised the said Benjamin to pay him Thirty five pounds lawful mony at or before the fifteenth day of Octo then next after ye Date of said Note with lawful interest for ye same from ye said fifteenth day of October last aforesaid till paid Yet ye said Aaron tho often requested hath never paid ye same nor any part there of to him ye said Benjamin but unjustly neglects and wholly refuses to do it To ye Damage of ye said Benjamin the sum of Fifty pounds

Pulsipher
vs
Ives
29

The pltf appears by Jonathan Ashley 2nd Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court. — His therefore considered by ye Court that ye said Benjamin do recover against the said Aaron thirty five pounds 1/ of lawful mony damages and Cost of Court taxed at one pound 16/10 and thereof he may have his Executions

The said Aaron afterwards comes into Court by William Billings Gent his Attorney and appeals from ye Judgment of this Court to ye Superior Court of Judicature to be holden at Springfield in & for ye County of hampshire on ye fourth Tuesday of September next Ensuing, And he recognizes with Sureties as ye Law directs for his prosecuting ye said appeal with Effect as by said Recognizance as on file it appears

John Ely of Springfield in ye County of hampshire yeoman pltf vs Enoch Coe of Granville in ye County aforesd yeoman Deft in a plea of ye Case for that said Enoch at said Granville on ye 24th day of Octo 1760 by his note of yt date for Value rec promised said John to pay him Eight pounds mony by ye 24th day of Octo next with interest till paid &c as in ye Writ — The pltf appears by Justin Ely Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John recover against ye said Enoch Eight pounds 3/ of lawful mony damages & Cost of Court taxed at one pound 7/ and thereof &c

Ely
vs
Coe
31

Neal McLean of Hartford in ye County of Hartford & Colony of Connecticutt Physician pltf vs Shem Burbank of Suffield in ye County of Hampshire Gent and Abraham Burbank of Springfield in ye County aforesd Gent Defts in a plea of ye Case for that said Shem and Abraham at a place called Hartford in said Northampton on ye Eleventh day of April last past by their promissory note in writing under their own hands of that date for Value their rec promised ye pltf / by ye Name of Doctr Neill McLean / to pay him ye Sum of Thirteen pounds 5/7 in three months from ye Date said Note, Yet said Shem & Abraham or either of them have never paid ye Sum or any penny thereof to the pltf But they and each of them neglect & deny to do it &c Tho the Time &c

McLean
vs
Burbanks
33

Payment is long since past & tho often thereto requested To y Damage of
the said Neil Fifteen pounds — The ptt appears by Justin Ely Gent his
attorney and y Defts being three times publickly called makes Default of
appearance in Court It is therefore considered by y Court that y Neil
recover against y Shem & Abraham Thirteen pounds 6/7 of lawful mony
damages & Cost of Court taxed at two pounds 6/11 and thereof &c
The said Shem & Abraham afterwards come here by Jonathan Bliss Gent their
attr and appeal from y Judgment of this Court to y Superiour Court of
Judicature to be holden at Springfield in and for y County of Hampshire
on y Fourth Tuesday of September next and he recognizes with Sureties as
y Law directs for their prosecuting y Appeal with Effect as by s Recognizance
as on file it appears

Christopher Cartwright of Sharon in y County of Litchfield & Colony of Connecticut yeoman
ptt vs ~~Shem and Abraham~~ Gershom Martindale of Lenox in y County of Berkshire yeoman Defts in a plea of y Case
for that said ~~Shem and Abraham~~ Gershom and one Silvanus Dudley at Stockbridge on y Ninth day of Nov y 1761
by their note of that date for Value rec promised s Christopher to pay him
Six pounds mony within one year with Interest till paid &c as in the Writ
The ptt appears by Justin Ely Gent his attr and y Deft being three times publickly
called makes Default of appearance in Court — It is therefore considered by y
Court that y s Christopher recover against y s ~~Shem and~~ Gershom Eight
pounds 19/6½ of lawful mony damages & Cost of Court taxed at £2.. 7.. 0 and thereof &c
Excon is 9th Mar y 770

John Billing of Amherst in y County of Hampshire yeoman ptt vs Jeremiah Gould
of Shutesbury in y County aforesd yeoman Deft in a plea of y Case for that s Jeremiah
at Amherst on y third day of April y 1769 by his note of that date for Value
rec promised s John to pay him five pounds 13/ on or before y first day of June
next by Interest for so long time afterwards as it should remain unpaid &c as in y Writ
The ptt appears by Sirheon Strong esq his attr and y Deft being three times publickly
called makes default of appearance in Court — It is therefore considered by
the Court that y said John recover against y s Jeremiah five pounds 19/3½ of
lawful mony damages and Cost of Court taxed at one pounds 12/8 and thereof &c
Excon is 9th Mar y 770

Samuel Henry of Shutesbury in y County of Hampshire yeoman ptt vs Oliver Gaylord
of South Hadley in said County yeoman Deft in a plea of y Case for that s Oliver at said
Northampton on y 10th day of Nov y 1769 by his note of that date for Value rec promised
s Sam l to pay him thirty two Gallons of good West India Rum at y Value of 3/ by y Gallon
& to deliver y same to s Samuel at y dwelling house of Abel Chapin in Springfield in y County
aforesd on or before y tenth day of Dec then next and s Saml says he at y Place of Delivery
receive said Rum of said Oliver — Also for that s Oliver at Springfield aforesd on y 20th Day of
Dec y 1769 by his other note of that date for Value rec promised s Saml to pay him
the Value of two pounds 13/ in good Salt at y price of 3/ by y Bushel and to deliver
the same to said Samuel at y House of Abel Chapin aforesd on demand and s
Samuel says he was always ready at y same place of Delivery to receive s
Salt of said Oliver y s said Oliver tho often requested hath never performed his
said promises or either of them but neglects it To y Damage of y s Samuel
Ten pounds The ptt appears by Simeon Strong esq his attr and y Deft being three
times publickly called makes default of appearance in Court — It is therefore
considered by y Court that y said Samuel ~~shall~~ recover against y s Oliver
Seven pounds 9/0 of lawful mony damages and Cost of Court taxed at
one pound 12/10 and thereof he may have his Execution —
The said Oliver afterwards comes here by Moses Bliss esq his attorney and
appeals from y Judgment of this Court to y Superiour Court of Judicature to be
holden at Springfield in and for y County of Hampshire on y Fourth Tuesday
of September next Ensuing And he recognizes with Sureties as y Law directs
for his prosecuting y Appeal with Effect as by s Recognizance as on file appears

The foregoing Judgments Orders appeals &c being made & entred
up in Manner aforesaid the said Court was adjourned without
Day — Attest Wm Williams Clerk —

Hampshire ss Anno Regni Georgii Tertii Regis magnæ Britanniæ, Franciæ, & Hiberniæ Decimo

1795 May Termpo

At the Inferiour court of common pleas holden at Springfield within and for ye County of Hampshire on ye third Tuesday of May being the fifteenth day of ye said Month / and de die in diem to ye Eighteenth day of the same month Anno Domini 1770

Present

Israel Williams Esqr
Oliver Partridge Esqr
Timothy Dwight Junr Esqr
Thomas Williams Esqr

Jury of Trials de Jal

Joseph Ashley 2^d Foreman
Joseph Bedortha 2^d
Thomas Ely
Noah Cook
Thomas Dewey
Jonathan Chapin
Daniel Smith
David Jones
Thomas Blodget
John Nilson
David Dewey

Isaac Colton of Springfield in each Case

Continued Attorn

William Arms of Deerfield in ye County of Hampshire yeoman pl^tf vs John Hinsdell of Deerfield aforesaid yeoman Deft in an Action of Debt as at large on Record of ye preceeding Term, And ye said parties / and one David Arms of Deerfield also who makes himself a party to this Rule now come here viz: ye said William and David by Simeon Strong esq and ye said John in his proper person and submit this Action with all demands subsisting between ye said parties to ye award, Arbitrament and final determination of Oliver Partridge esq^r William Williams esq and Moses Bliss esq^r or any two of them to be by them heard and determined in Equity, And it is likewise agreed between ye parties that all controversies relative to ye late burning of ye house of ye said Hinsdell shall be considered & determined and that all Actions and demands which ye said Hinsdell has or might have against ye said David Arms on Account thereof shall be considered as against ye said William & all such damages as they might award against s^d David on Act of ye same shall be awarded agst s^d Willm & judgment be rendered accordingly & it is further agreed that no Regard shall be had by s^d Arbitrators to any award heretofore made between said parties But all matters shall be considered & determined as tho^h no such award had been made excepting only that such Costs & Expences as have been incurred in ye said Arbitration as well as all other Costs & Expences that have arisen by means of Disputes & Controversies between s^d parties shall be considered & determined in Equity by s^d Judgment rendered on ye Report of ye said Arbitrators shall be final Also be a Barr to any future Action or Actions that might be brought by s^d John against said David The said award to be returned to this Court so soon as may be and ye said parties have a further day &c

Hinsdell vs Hinsdell et al

Israel Williams of Hatfield in ye County of Hampshire esq^r & Moses Graves of Pittsfield in ye County of Berkshire Gent^n Partners & joint dealers in Trade pl^tfs vs John Strickland late of Hadley in ye County of Hampshire Deft in a plea of ye Case as at large on Record of ye preceeding Term The pl^tfs at this Term to which this Action was continued come here by Simeon Strong esq^r and ye said John by Joseph Hawley esq^r comes & defends ye force & injury when &c and says that he never promised ye pl^tfs in ye Original Writ named in manner & form as is therein against him declared and alledged and thereof puts himself on ye Country &c And ye said Israel & Moses by their Att^y above named reserving Liberty to themselves to waive this demurrer on ye Trial of ye appeal &c join ye Issue Tendred say that ye Bar & plea of ye said John & the matters therein contained are not sufficient in law to oblidge them ye said Israel and Moses to answer thereto to which they are under no necessity nor bound by Law of ye Land to answer, Wherefore they pray Judgment for damages & Costs &c And said John consulting says his plea is sufficient &c Thereupon ye premises being seen and fully understood by ye Court & ye Lord ye King now here for that it appears to ye said Court of ye said Lord ye King that ye plea aforesd of ye said John & matters therein contained are sufficient in Law to preclude ye said Israel & Moses from having their aforesd Action maintained against ye said John Therefore

Williams et al vs Strickland

Williams
ptt
vs
Brickland

Therefore it is considered that ys^d Israel and Moses by their plea aforesd have nothing &c It is also considered that ys^d John recover against ys^d Israel & Moses £ of lawful mony allowed him with his aspent for his Cost in defending ys^t suit of thes^d Israel and Moses — The said Israel & Moses by their attorney aforesaid appeal from ys^d judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on ys^d fourth Tuesday of September next Ensuing And he recognizes with Sureties as ys^d Law directs for their prosecuting the appeal with Effect as by s^d Recognizance as on file it appears

Wright &
vs
Chapin

Moses Wright, Stephen Wright, Caleb Wright and Elisha Wright all of Springfield in ys^d County of Hampshire yeomen and Luke Montague of South hadley in County Gent ~~Head~~ Deborah his Wife which said Luke sues by his s^d Wife ptts vs William Chapin of Springfield aforesd yeoman Defts in a plea of Entry on Disseisin as at large on Record of ys^d preceeding Term — And now at this Term the said demandants come here by Joseph Hawley and John Worthington Esqrs their attornies and ys^d William by Moses Bliss & Simeon Strong esquires his attys comes and defends ys^d force and Injury &c and for plea says that ys^d Thomas Terry never Disseised ys^d Henry Wright in manner & form as ys^d demandants in their declaration have alledged & thereof put Himself on ye Country — And the said Demandants likewise — Thereupon ys^d Jurors at this Time according to ye Form & Effect of ys^d Statutes in ^this^ Behalf provided returned impannelled duly called likewise come here Who to say ys^d Truth concerning ys^d premises being duly sworn ~~to speak to their Verdict, & they~~ it is moved by ys^d Wm Chapin ys^t ys^d Jury may by order of this Court have a View of ys^d Lands demanded by ys^d demandants, and thereupon this Court are pleased to order that ys^d Jury proceed to ys^d place where ys^d said Lands lie, and that Messrs Elisha Wright & Wm Chapin shew ys^d said Lands to ys^d Jury and having taken a View of ys^d said Lands the said Jurors after ys^d full hearing by Mr Joseph Ashley their Foreman declare upon their Oath that they find for ys^d William ys^d Deft Cost of Crt

It is therefore considered by ys^d Court that ys^d said William recover against the said Demandants the Sum of £ of lawful mony allowed him with his aspent for his Costs in defending ys^t suit of ys^d Demandants

The said Demandants by John Worthington esq^r their Att^y ~~and~~ appeal from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ys^d County of Hampshire on ys^d fourth Tuesday of September next Ensuing and he recognizes with Sureties as ys^d Law directs for their prosecuting the appeal with Effect as by s^d Recognizance as on file it appears

Pettebone
vs
Gleason

Ozias Pettebone of Simsbury in ys^d County of Hartford Colony of Connecticutt Gent ptt vs Ephraim Gleason of Granville in ys^d County of Hampshire yeoman Deft in a plea of Trespass on ys^d Case as at large on Record of ys^d last Term — The ptt at this Term appears by John Phelps Gent his att^y and ys^d Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ys^d Court that ys^d said Ozias recover against ys^d Ephraim four pounds 10/ ys^d of lawful mony Damages and Cost of Court taxed at two pounds 11/ ys^d and thereof &c — Execon is^d 12th July 1770

Idem
vs
Bull

Ozias Pettebone of Simsbury in ys^d County of Hartford and Colony of Connecticutt Gent ptt vs Amos Bull of Granville in ys^d County of Hampshire yeoman Deft in a plea of Trespass on ys^d Case as recorded at large ys^d last Term — The ptt appears by John Phelps Gent his attorney and ys^d Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ys^d Court that ys^d said Ozias recover against ys^d said Amos four pounds 0/ ys^d of lawful mony damages and Cost of Court taxed at two pounds 11/ ys^d thereof &c — Execon is^d 12th July 1770

Dickinson
Appt vs
Birge

Nathaniel Dickinson of Deerfield in ys^d County of Hampshire yeoman appellant vs John Birge of s^d Deerfield Feltmaker ~~Defft~~ Appellee from ys^d Judgt of Thomas Williams Esqr at a Trial of ys^d Action before him at which Trial ys^d John was ptt and ys^d said Nathaniel Deft in a plea of ys^d Case as was recorded at large ys^d last Term — And now at this Term ys^d parties come here & ys^d Referees whom this case was submitted now bring in their Award in these words vizt having heard the pleas and allegations on both sides and maturely considered ys^d Evidence on both sides We do award and determine that ys^d said Nathaniel do recover against the said John the Cost of this Arbitration being one pound and thirteen shillings and likewise his Costs of both ys^d Courts

It is therefore considered by ys^d Court that ys^d said Nathaniel recover against ys^d said John five pounds 10/ ys^d of lawful mony allowed him for his ~~aspent~~ Costs in defending ys^t suit of ys^d said John — Ex^r i. 29th Oct^r — 1770

Entries at this Term

197

Joseph Nash of Southhadley in the County of Hampshire yeoman pltf vs Elijah Alvord of sd Southhadley Innholder Deft in a plea of ye Case for that said Elijah at Springfield aforesd on ye 13th day of March 1780 by his Note of that date for Value rec^d promised one Phillip Alexander to pay him or his order five pounds 10/ lawful mony on demand and afterwards at Springfield aforesaid on ye first day of February instant by his Indorsment indorsed ye Contents of said note to be paid to said Joseph of all which said Elijah instantly had notice in consideration thereof promised said Joseph to pay him sd Contents on demand Yet Writ

Nash vs Alvord No 1

The pltf appears by Elisha Porter Gent his att^y and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye sd Joseph recover against ye said Elijah five pounds 10/ of Lawful mony damages and Cost of Court taxed at one pound 11/1 thereof Ex^on is 11th June 1780

John Marshall of South Hadley in ye County of Hampshire Gent pltf vs Oliver Gaylord late of sd Southhadley yeoman Deft in a plea of ye Case for y^t y^d Oliver at sd South Hadley on ye last day of March last past being justly indebted to ye said John in ye Sum of two pounds 1/ lawful money for sundry Articles of Book acct according to ye Acct annexed to ye Writ he ye s^d Oliver then and there in consideration thereof promised ye said John to pay him ye same sum on demand Yet ye same Oliver tho often requested has never performed his said promise But neglects and refuses to do it To ye damage of s^d John three pounds — The pltf appears by Elisha Porter Gent his att^y ye Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that ye said John recover against ye Oliver two pounds 1/11 of lawful mony damages & Cost of Court taxed at £1,11,3 & thereof Ex^on

Marshall vs Gaylord No 3

The said Oliver afterwards at this Term comes here by Justin Ely Gent his att^y and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye Fourth Tuesday of September next and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by s^d Recognizance as on file appears

Jonathan Warner of Hadley in ye County of Hampshire Trader pltf vs Oliver Gaylord of Southhadley in ye same County yeoman Deft in a plea of ye Case for y^t ye said Oliver at s^d Hadley on ye sixth day of August last past by his note of ye same date for Value rec^d promised ye said Jonathan to pay him ye sum of Sixteen pounds lawful mony to be paid in West india Goods or Salt to be delivered at ye Market price at Chicopie in ye same County at or before ye first day of February then next after ye date of ye same note Yet ye said Oliver tho often requested has never delivered to ye s^d Jonathan either West India Goods or Salt to ye Value of ye said Sum of sixteen pounds agreeable to ye Contents of ye aforesd note or any part of ye same altho ye said Jonathan was always ready at ye time & place of delivery to accept and receive ye same but ye said Oliver hitherto has & still does neglect and refuse to do it To ye Damage of ye s^d Jon^a Twenty pounds &c The pltf appears by Elisha Porter Gent his att^y & Deft being three times publickly called makes default of appearance — It is therefore considered by ye Court that ye said Jonathan recover against ye said Oliver sixteen pounds 5/6 of lawful mony Damages & Cost of Court taxed at one pound 13/6 and thereof Ex^on

Warner vs Lundem No 4

The said Oliver afterwards at this Term comes here by Justin Ely Gent his att^y and appeals from ye Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye Appeal with Effect as by said Recognizance as on file it appears

Jonathan Warner of Hadley in ye county of Hampshire Trader pltf vs William English lately of Pelham in ye County aforesd yeoman Deft in a plea of ye Case for that s^d Wm at s^d Hadley on ye first day of April instant being lawfully indebted to said Jonathan in ye sum of two pounds 1/ lawful mony for sundry articles of Book Acct according to ye Acct annexed to ye Writ s^d William in consideration thereof promised s^d Jonathan to pay him ye same on demand &c as in ye Writ — The pltf appears by Elisha Porter Gent his att^y & Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye s^d Jon^a recover against ye said William Two pounds 1/5 of lawful mony damages & Cost of Court taxed at one pound 11/1 and thereof &c — Execution 3 Augst 1780

Warner vs English No 5

Asahel Taylor of Springfield in ye County of Hampshire yeoman pltf vs Daniel Miles of Westfield in ye same County yeoman Deft in a plea of ye Case for that s^d Daniel at Springfield on ye 19th day of December 1780 by his note of that date for Value rec^d promised s^d Asahel to pay him seven pounds lawful money by ye first of April then next in Corn or Wheat at money price &c as in ye Writ — The pltf appears by John Phelps Gent his att^y & Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that ye said Asahel recover against ye s^d Daniel seven pounds 11/6 of lawful mony damages and Cost of Court taxed at one pound 4/4 and thereof &c — Execution 10th July 1781

Taylor vs Miles No 6

Noble vs Lee — No 7

Samuel Noble of Westfield in the County of Hampshire yeoman pltf vs Daniel Lee of sd Westfield yeoman Deft in a plea of the Case for that sd Daniel at sd Westfield on the ninth day of April 1763 by his note of that date for value rec promised said Samuel to pay him or order four pounds L/M lawful money on demand with Interest till paid &c as in sd Writ — The pltf appears by John Thelps Gent his Attd and sd Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that said Samuel recover against said Daniel four pounds 11/8 lawful money damages and Cost of Court taxed at one pound 10/10 Thereof &c

Wright's Admr vs Merrel — No 8

Ithamar Wright of Brookfield in the County of Worcester yeoman Admr on the Estate of Gershom Wright late of Westfield in the County of Hampshire Blacksmith Dec'd intestate pltf vs Benoni Sackett of sd Westfield yeoman Deft in a plea of the Case for that said Benoni at said Westfield on the 14th day of April 1767 by his note of that date for value rec promised the sd Ithamar to pay him in sd capacity of Admr two pounds 11/ on demand with Interest &c as in sd Writ — The pltf appears by John Thelps Gent his attorney and the Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that said Ithamar recover against the sd Benoni three pounds 1/6 lawful money damages & Cost of Court taxed at one pound 16/ Thereof &c

Exon is 27th July 1770

Wesley vs Strong — No 9

John Wesley of Westfield in the County of Hampshire Gent pltf vs Ezra Strong of Litchfield in the County of Berkshire yeoman Deft in a plea of the Case for that sd Ezra at said Springfield on the 27th Day of Feb'y last past by his note of that date for value rec promised sd John to pay him or order two pounds 11/6 lawful money on demand with Interest till paid &c as in the Writ — The pltf appears by John Thelps Gent his attd and the Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that said John recover against said Ezra two pounds 12/3 lawful money damages and Cost of Court taxed at one pound 16/8 Thereof &c

Burbank vs Litchfield — 10

Shem Burbank of Westfield in the County of Hampshire Gent pltf vs Stephen Kitchcox of Granville in the same County yeoman Deft in a plea of the Case for that said Stephen at said Springfield on the fifth day of April 1769 by his note of that date for value rec promised said Shem to pay him four pounds 11/6 lawful money on demand with Interest till paid &c as in the Writ — The pltf appears by John Thelps Gent his attd and the Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that said Shem recover against the sd Stephen four pounds 11/6 lawful money damages and Cost of Court taxed at one pound 11/10 and Thereof &c — Exon is 29th June 1770

Sedgwick vs Watson — 11

Gurdon Sedgwick of Westfield in the County of Hampshire yeoman pltf vs Herman Watson of Southampton in the County aforesd yeoman Deft in a plea of the Case for that said Herman at said Westfield on the 31st day of July 1769 by his note of that date for value rec promised sd Gurdon to pay him eight pounds L/ in good Wheat or Rum at the Market price at or before the 10th day of Nov'r then next and deliver the same at Westfield by the Day of payment aforesaid &c as in the Writ — The pltf appears by John Thelps Gent his attd and the Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that said Gurdon recover against said Herman eight pounds L/8 lawful money damages and Cost of Court taxed at one pound 10/10 Thereof &c — Exon is 17th July 1770

Knox vs Fowler — 12

William Knox of Blandford in the County of Hampshire Gent pltf vs David Fowler of Westfield in said County yeoman Deft in a plea of the Case for that the sd David at sd Springfield on the seventh day of April 1763 by his note in writing under his hand of that date for value rec promised one Bildad Fowler to pay him or order the sum of thirty one pounds 13/2 upon demand with Interest till paid and afterwards at said Springfield on the 26th Day of March last past no part of the Contents of said note having been paid to the sd Bildad he the sd Bildad by his Indorsement on the Back of said note with his own hand subscribed indorsed the same note over to the said William and said Bildad by his Indorsement directed and ordered said David to pay the Contents of the Note then wholly due and unpaid to said William Knox or his order for value of him rec whereof he said David then and there had notice & by reason thereof became chargeable and liable to pay the Contents of the sd Note to sd William Knox on demand, In consideration whereof he the sd David on the same 26th Day of March aforesd at said Westfield undertook & promised said William Knox to pay him the Contents of said note with the Interest on demand — Yet said David tho often there to requested hath not performed his said promise but he wholly neglects it To the Damage of the said William fifty pounds — The pltf appears by John Thelps Gent his Attd And said David Fowler by John Worthington Esq his Attorney into Court and reserving to himself the Liberty of making a new plea any Trial or Appeal now pleads says that the Bond declared on is not his Act & Deed and thereof puts himself on the Country — And the said William by his Attorney

Agreeing to ye Reservation aforesd says that ye said Davids plea above 1 Inf
pleaded and ye matters therein contained is an Insufficient answer to
his declaration and that he is not holden by ye Law of ye Land to answer Knox
thereto all which he is ready to prove Wherefore he prays Judgment
thereof and for his damages & Cost — And ye said David says his plea vt
aforesd is sufficient & thereof prays Judgment and for his Costs Fowler
Thereupon all and singular ye premises being seen & fully understood
by ye Court of ye Lord ye King now here for that it appears to ye said
Court that ye plea aforesaid of ye said David by him in manner and
form above pleaded and ye matters therein contained are not sufficient
in Law to preclude ye said William from proceeding in his Action
against ye said David & from his damages aforesd — It is therefore
considered by ye Court that ye said William recover against ye said David
forty six pounds 3/4 of lawful mony damages & Cost of Court
taxed at one pound 13/6 and thereof he may have his Execon
The said David by his attorney aforesd appeals from ye Judgment
of this Court to ye Superiour Court of Judicature to be holden at Springfd
in & for ye County of Hampshire on ye fourth Tuesday of September
next And he recognizes with Sureties as ye Law directs for his prosecuting ye
appeal with Effect as by said recognizance as on file it appears

Daniel Mosely of Westfield in ye County of Hampshire yeoman pltf Mosley
Solomon Lathrop of Pittsfield in ye County of Berkshire yeoman Deft in a vt
plea of ye Case for that ye said Solomon at said Westfield on ye 11th Day of Feby Lathrop
1769 by his note of that date for Value rec promised ye said Daniel to
pay him ye Sum of seven pounds lawful mony at or before ye 11th day of 13
March 1770 with ye lawful interest after five months from ye date till paid
& ye said Daniel says that ye time for ye payment of ye same note hath
elapsed, yet ye said Solomon tho often thereto requested hath never paid
ye same or ye Interest thereof or any part of either principal or Interest
but he wholly denies to do it To ye Damage of ye said Daniel nine pounds
The pltf appears by John Phelps Gent his Attd and ye Deft being three times
publickly called makes default of appearance in Court — Therefore it is
considered by ye Court that ye said Daniel recover against ye said Solomon
seven pounds 7/1 of lawful mony damages & Cost of Court taxed at £1 11 10 & thereof &c
The said Solomon afterwards at this Term comes here by Woodbridge Lille Gent
his attorney and appeals from ye Judgment of this Court to ye Superiour Crt
of Judicature to be holden at Springfield within & for ye County of Hampshire
on ye fourth Tuesday of September next Ensuing and he recognizes with Surties
as ye Law direct for his prosecuting ye appeal with Effect as by said
recognizance as on file it appears

James Baird of Blandford in ye County of Hampshire yeoman pltf Baird
Joseph Wright of Pittsfield in ye County of Berkshire yeoman Deft in a plea vt
of Trespass on ye Case for that Whereas he ye said James at ye Blandford on ye Wright
sixth day of Novr 1765 bargained and agreed with him ye said Joseph for and 11
concerning a certain Gelding Horse then & there proposed to be sold by him
ye said Joseph to ye said James for ye price of four pounds 10/ lawful mony
which said monies were then & there paid by ye said James unto ye said Joseph
he ye said Joseph did then & there assume & warrant to ye said James that ye
Horse so bargained & sold by him ye said Joseph was ye proper Horse of him
ye said Joseph and that ye same Horse did of right belong and appertain
to him ye said Joseph whereas in Truth ye same Horse was at ye time
of ye said Bargain & Sale ye proper Horse of one Samuel Loomis of Great
Barrington in ye County of Berkshire yeoman and did of right belong
& appertain to him ye said Samuel Loomis who by due Course of
Law took ye same horse from ye said James at ye last Term of ye Superiour
Court that was holden at ye Great Barrington for ye County of Berkshire
And ye said James has been compelled to expend & pay out in defending
his right to ye Horse large sums of mony, And ye said Joseph did then
and there falsly and deceitfully sell ye said Horse to ye said James & did
accordingly then and there deliver ye said Horse to ye said James as the
proper horse of him ye said Joseph with such Warranty as aforesaid To ye
damage of ye said James as he saith the sum of forty pounds
The pltf appears by John Worthington esq & John Phelps Gent his Attys
and ye said Joseph Wright by Joseph Hawley esq & Woodbridge Little Gent
his attornies comes and defends &c And says that he is not guilty in
manner & form as is alledged against him in this Writ & thereof puts
himself on ye Country — And ye said James Baird by his Attys above
named reserving to himself Liberty of waiving this demurrer at ye trial of the
appeal and Joins in ye Issue Given by ye Deft for plea says that ye plea above
pleaded by ye said Joseph is an insufficient answer to ye pltfs declaration
and that ye said James is not holden by ye Law of ye Land to make answer

500

Baird
vt
Wright

Damages and Cost may be adjudged to him — And ys Joseph Wright consenting to ye above Reservation made by ys James says his plea above pleaded is sufficient — Thereupon the premises being seen and fully understood by ye Court of ye Lord ye King now here for that it appears to ye Court of ys Lord ye King that ye plea aforesd of ye said Joseph & ye matters therein contained are sufficient in Law to preclude ys James from having his aforesd action maintained against ys Joseph Therefore it is considered that ys James by his plea aforesd have nothing &c It is also considered that ys Joseph do recover against ys James one fourth Pt of lawful money allowed him with his assent for his Costs in defending ye Suit of ys James and thereof &c

The said James by one of his Attornies aforesd viz: John Phelps Gent and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with effect as by said recognizance as on file it appears

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Henshaw
vt
Stillman

15

Benjamin Henshaw of Middletown in ye County of Hartford Colony of Connecticutt Merchtt pltf vs John Stillman of Sandisfield in ye County of Berkshire Gent Deft in a plea of ye Case for that said John at Springfield on ye 21st day of May 1766 by his note of that date for Value Recd promised said Benjamin to pay him or his order Twenty four pounds lawfull money in Potash at ye Market price in Boston deducting charges with Interest till paid &c as in ye Writ — The pltf appears by Woodbridge Little Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said John recover against ye Deft Benjamin twenty nine pounds 15/ of lawful money damages and Cost of Court taxed at two pounds 2/10 Thereof &c — Execon issd 17th Augt 1770

Christophers
et Al vt
Spencer
Vc

Richard Christophers yeoman Matthew Sears yeoman Elijah Attwood yeoman Jabez Chapman yeoman all of East Haddam in ye County of Hartford Colony of Connecticutt Merchants in company pltfs vs William Spencer of Sheffield in ye county of Berkshire yeoman Deft in a plea of ye Case for that ys William at Springfield on ye Eighth day of Feby 67 by being justly indebted to ys Richard Matthew, Elijah and Jabez ye Sum of Sixteen pounds 16/11 lawful money to balance Acct according to ye Acct annexed to ye Writ then and there in Consideration thereof said William promised said Richard, Matthew, Elijah & Jabez to pay them ye Sum of Sixteen pounds 16/11 on demand, Yet ys William altho often thereto requested hath never paid ye same Sum but unjustly neglects & refuses to do it To ye Damage of ye ys Richard, Matthew, Elijah & Jabez Seventeen pounds The pltfs appear by Woodbridge Little Gent their Attr And ys William by Mark Hopkins Esq comes & Defends &c and says, that he never promised in manner and form as ye ys Richard Matthew, Elijah and Jabez in their Declaration against him have alledged and thereof puts himself on ye Country — And ys Richard Mathew, Elijah and Jabez by their Attr aforesd Reserving to themselves ye Liberty of waiving this demurrer on ye Trial of ye appeal and then joining Issue above tendred and ye plea by ye said William above pleaded & ye matters therein contained are insufficient answer to their Declaration that they have no necessity nor are they holden by ye Law of ye Land to make answer thereto which they are ready to verify Wherefore they pray that their damages &c may be adjudged them — And ys said William consenting to ye Reservation says his plea is sufficient — Thereupon ye premises being seen & fully understood by ye Court & ye Lord ye King for that it appears to ye Court that ye plea aforesaid of ys William & ye matters therein contained are sufficient in Law to preclude ys Richard Matthew, Elijah and Jabez from having their aforesd Action maintained against him ys William, Therefore it is considered that ys Richard Matthew Elijah & Jabez by their plea aforesd have nothing &c It is also considered that ys William recover against ys said Richard Mathew Elijah & Jabez one pound & of lawful money allowed him for his Cost in defending ye Suit of ys Richard Mathew, Elijah and Jabez — The ys Richard Mathew Elijah & Jabez by their Attr aforesd appeal from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for their prosecuting ye appeal with Effect as by ye Recognizance as on file it appears

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Jeffery
vt
Laymand

V

John Jeffery of Hartford in ye County of Hartford and Colony of Connecticutt Under pltf Clement Laymand of Egremont in ye County of Berkshire Blacksmith Deft in a plea of ye Case for that said Clemant on ye last day of April last past being justly indebted to ys John ye Sum of ten pounds 15/7 3/9 New York currency which is Equal to Eight pounds 1/03/11 lawful money to ballance Acct according to ye Acct annexed to ye Writ in Consideration thereof ys Clemant promised ys John to pay him ye same on demand &c as in ye Writ — The pltf appears by Mark Hopkins esqr his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said John recover against ye Clement Eight pounds 1/03/11 of lawful money damages Cost of Court taxed at two pounds 3/8 Thereof &c — Execn issued Augt 17th 1770

Ebenezer Robinson of Plainfield in y County of Windham and Colony of Connecticutt Physician pltt vs Daniel Case of y New plantation alias ~~Last~~ Hoosuck in y County of Berkshire yeoman Deft in a plea that y said Daniel render to said Ebenezer three pounds 2/10 lawful mony which to him y said Ebenezer y said Daniel justly owes & from him unjustly detains, And whereon y said Ebenezer says that at an Inferiour Court of common pleas holden at Providence on y third monday of June 1768 the said Ebenezer by y judgment of y same Court recovered against said Daniel Two pounds 8/ lawfull for his damages by reason of y said Daniel not performing his promise before that time made to y said Ebenezer also for y sum of 19/10 lawfull mony for his cost by him about his Suit in that behalf expended whereof said Daniel is convicted as by y Record thereof is manifest and appears which Judgment remains in full force not satisfied nor reversed whereby Action hath accrued to y said Ebenezer to demand of y said Daniel y sums aforesaid &c as in the Writ The pltt appears by Woodbridge Little Gent his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Ebenezer recover against y said Daniel three pounds 10/ lawful mony Debt and Cost of Court taxed at two pounds 12/6 &c Exon is 19th May 1770

Robinson vs Case — 1

Cornelius Van Schaak of Kenderhook in y County of Albany and in y province of New York Esqr pltt vs Joseph Wright of Pittsfield in y County of Berkshire yeoman Deft in a plea of y Case for that said Joseph at Springfield on y 18th Day of July 1766 by his note of that date for Value rec promised Cornelius to pay him or his order six pounds 10/ yerk mony which is equal to four pounds 13/6 lawful money on demand with Interest till paid &c as in y Writ The pltt appears by Woodbridge Little Gent his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Cornelius recover against y said Joseph Six pounds 10/ lawful mony Damages and Cost of Court taxed at two pounds 9/6 &c Exon is 14th Augt 1770

Van Schaak vs Wright — 19

Woodbridge Little of Pittsfield in y County of Berkshire Gent pltt vs Samuel Cooley of Springfield in y County of Hampshire yeoman Deft in a plea of y Case for that said Samuel at Springfield on y 17th Day of April last past by his note of that date for Value rec promised Woodbridge to pay him or his order two pounds 18/ lawful mony on demand with Interest &c as in y Writ The pltt appears in his proper person and y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that y said Woodbridge recover against y said Samuel three pounds 2/ lawful mony damages and Cost of Court taxed at two pounds 9/6 &c Exon is 2d June 1770

Little vs Cooley — 20

Jonathan Whaples late of Sandisfield in y County of Berkshire yeoman pltt vs Robert Moor of Stafford in y County of Hartford Colony of Connecticutt yeoman Deft in a plea of y Case for that said Robert at Springfield on y 27th Day of April 1767 by his promissory note in writing under his hand of that date for Value rec promised y said Jonathan to pay him y Value of thirty four pounds 10/ in neat cattle at Cash price within three years from y date of said note with lawful interest for y same till paid to be delivered at y Dwelling house of John Moor in Stafford aforesd, Yet y said Robert tho often requested hath never paid y same in neat Cattle tho y pltt was always ready at said John Moors house aforesd to receive y same nor hath y said Robert any way paid satisfied y same or any way fulfilled his said promise but unjustly neglects it to y Damage of said Jonathan Fifty pounds &c The pltt appears by John Worthington Esqr and y said Robert by Joseph Hawley esqr his Attr comes & defends &c and reserving liberty to alter y following plea on y Trial of y appeal says that y Consideration which he rec for y promise declared of was not of half y Value of y Neat Cattle which he promised y pltt & this he is ready to verify & thereof prays Judgment & that this action may be barred &c And y said Jona by his Attr abovenamed agreeing to y said Roberts reservation says that y plea of y said Robert above pleaded is an insufficient answer to his declaration and that he has no need & that he is not held by y Law of the Land to reply thereto Wherefore he prays Judgment of y said plea & that he may not be barred of his said Action but that his damages & Cost may be adjudged him And y said Robert says his plea is sufficient &c

Whereupon all & singular y premises being seen & fully understood by y Court & Lord & thing now here for that it appears to y said Court that y plea aforesd of y said Robert by him in manner & form above pleaded & all & singular therein contained are not sufficient in Law to preclude y said Jonathan from proceeding in his said Action & from his Damages aforesd &c Therefore it is considered by y Court that y said Jona recover against y said Robert forty pounds 16/3 lawful mony damages and Cost of Court taxed at one pound 19/6 and thereof &c

Whaples vs Moor — 21

The said Robert by his Attr above appeals from y judgment of this Court to y Superiour Court of Judicature &c to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next And he recognizes with Sureties as y Law directs for his prosecuting y said appeal with Effect &c by the Recognizance on file it appears

502

Arnold
vs
Phelps

Whereas Benedict Arnold of New Haven in y County of New Haven Colony of Connecticutt yeoman before our Justices of our Inferiour Court holden at Springfield in & for y County of Hampshire on y third Tuesday of May last by y Consideration of s Justices recovered against Solomon Phelps late of Hadley in y County of Hampshire Gentn Ten pounds & 10/ lawful mony damages two pounds 11/2 for Cost by him about his suit in that Behalf Expended Whereof Solomon is convict as appears of Record Whereas s Benedict afterwards on y 30th day of May sued out our Writ of Execon on y judgment aforesd directed to y Sheriff of our s County his under Sheriff or Deputy Returnable into our s Inferiour Ct then next to be holden at Springfield on y last Tuesday of August last afterwards delivered s Execn to William Pynchon Junr then & still Deputy Sheriff under Solomon Stoddard Esqr Sheriff of our said County to be executed according to law but y s Solomon could not be found or taken by said Execon, afterwards at s Inferiour Court last mentioned said William made return of s Execon and Indorsed thereon that he could not find said Solomon in his precinct, as to us appears of Record & whereas said Benedict afterwards on y sixth day of Octr last sued out our Alias Writ of Execon upon y judgment aforesd directed to y Sheriff aforesd his under Sheriff or Deputy Returnable into our said Inferiour Court then next to be holden at Northampton on y second Tuesday of November then next which s Writ of Execon said Benedict on y same day of s Octr delivered to one Samuel Belding a Deputy Sheriff under Solomon Stoddard Esqr Sheriff of s County to be served & returned according to Law And afterwards at s Inferiour Court last mentioned said Samuel made return of y same Writ of Execon last mentioned that he y said Samuell could not find y Body of y s Solomon within his precinct as by the Records manifestly appears And he y said Solomon could not be found or taken by either of said Writs of Execon — And whereas Charles Phelps late of Hadley in said County of Hampshire Esqr became Bail & Surety for s Solon upon y Original Writ or process whereupon y judgment aforesd was rendered for y s Solomons appearance at our s Inferiour Court where s Judgment was rendered and s Original Writ was returnable to answer to s Writ & to abide & perform y judgment of s Court thereon as we have heard by y Suggestions of y s Benedict and hath supplicated us to provide remedy in this behalf, We Therefore willing that justice be done &c command you that you make known to Charles that he be before our Justices of our Inferiour Court to be holden at Springfield on y third Tuesday of May next and shew cause if any he have why y said Benedict should not have an Execon against Charles for his damages & Cost aforesaid &c as in y Writ — The pltf appears by Moses Bliss Esqr his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y s Benedict may have a Writ of Execon against y said Charles for the sum of Thirteen pounds & 2/ lawful mony Debt & Cost of Court taxed at two pounds 3/8 & therefore &c — Execon is 9th June 1770

Badger
vs
Hutchins
23

Enoch Badger of Coventry in y County of Windham Colony of Connecticutt yeoman pltf Daniel Hutchins of Lenox in y County of Berkshire yeoman Deft in a plea of y Case for that s Daniel at s Springfield on y 20th Day of May 1766 by his note of that date for Value rec promised s Enoch to pay him seven pounds 10/ lawful mony in Eleven months after y Date of s note; and also for that s Daniel at s Springfield on y same day of s May by his other note of that date for Value rec promised s Enoch to pay him one other Sum of seven pounds 10/ lawful mony at y End of twenty three months after y Date thereof &c as in y Writ — The pltf appears by Moses Bliss Esqr his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y s Enoch recover against y said Daniel Seventeen pounds 0/ of lawful mony damages & Cost of Court taxed at two pounds 3/6 & therefore &c — Execon is 9th June 1770.

Case
vs
Pugg
21

Ephraim Pease of Enfield in y County of Hampshire Gentn pltf vs John Pugg of South Hadley in y said County yeoman Deft in a plea of y Case for that s John at s Springfield on y 16th day of Feby 1767 by his note of that date for Value rec promised said Ephraim to pay him three pounds 10/ lawful mony in Cheh Linnen Cloth with in two years from y Date of said note with Interest till paid, And also for that s John at s Springfield on y same day of s Feby by his other note of that date for Value rec promis'd s Ephraim to pay him three pounds 10/ within three years from y date of s Note with Interest till paid &c as in y Writ — The pltf appears by Moses Bliss esqr his attr and y Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that y said Ephraim recover against y s John eight pounds 7/ lawful mony damages & Cost of Court taxed at one pound 10/ & there of &c Execn is 9th June 1770

Wallis
vs
Ford
25

Thomas Wallis of South Brimfield in y County of Hampshire Physician pltf vs Jonathan Ford of s South Brimfield Blacksmith Deft in a plea of y Case for that s Ford at said South Brimfield on y third day of June last past by his note of that date for Value rec promised said Thomas to pay him or his order nine pounds 0/ lawful mony with six months with Interest till paid &c as in y Writ — The pltf appears by Moses Bliss esqr his attr & y Deft being three times publickly called makes default of appearance in Court — His therefore considered by y Court that y s Thomas recover against y s Jonathan seven pounds & 9 /n of lawful mony damages & Cost of Court taxed at one pound 10/ & there of &c — Execon is 9th June 1770

Richard
vs
Merriman
27

Samuel Richard of Brookfield in y County of Worcester yeoman pltf vs Abel Merriman late of Wallingford in y County of New Haven Colony of Connecticutt now of Conway in y County of Hampshire yeoman Deft in a plea of y Case for that s Abel at s Springfield on y 16th Day of March 1767 by his note of that date for Value rec promised s Samuell to pay him or his order Six pounds 10/ at or before y 16th Day of June then next with Interest &c as in y Writ — The pltf appears by John Worthington esqr his attr & y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y s Samuel recover against y s Abel seven pounds 9/ & 1/ lawful mony damages Cost of Court taxed at 2/11 & there of &c — Execon is 3d July 1770.

John Mathews of Colrain in y County of Hampshire yeoman pltf vs Abisha Holland of said Colrain yeoman Deft in aplea of y Case for that s Abisha at Springfield on y 13th Day of Jan last past by his note of that date for Value rec'd promised said John to pay him or his order three pounds 2/3 lawful mony on demand with Interest till paid &c as in y Writ — The pltf appears by Jonathan Ashley Gent his att and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said John recover against y s Abisha three pounds 5 M 2 of lawful mony damages & Cost of Court taxed at two pound 8/2

523
Mathews
vs
Holland
28

James Wilde of Colrain in y County of Hampshire yeoman pltf vs Jonathan Oates of Conway in y County aforesd yeoman Deft in aplea of y Case for that y s Jona at said Springfield on y last day of March last past owed y said James three pounds 11/10 to ballance Book Acts according to y Act annexed to y Writ in consideration whereof y said Jonathan then and there promised y s James to pay him y aforesd Sum on demand Yet y said Jona tho often requested hath never paid y same nor any part there of But unjustly neglects and wholly refuses to do it — Also for that y said Jonathan at said Springfield on y same last day of March aforesd owed y said James one other Sum of three pounds 0/2 for 29 days Labour & Service before that time done & performed by him y s James for him y s Jonathan at his said Jonathans special Instance and request in Consideration where of y said Jonathan then & there promised s James to pay him y last said Sum on demand afterwards to wit on y same last day of March aforesd y said Jonathan paid y said James 8/6 by one pannel plane Hook two Quarts of Molasses 6 feet of Boards tone Bushel of Wheat & no more Yet y said Jonathan tho often requested hath never paid y remaining part of y last said Sum of three pounds 0/2 nor any part of s d remaining sum But unjustly neglects and refuses to do it to y s Damage of s d James six pounds

The said partys viz y pltf by Jona Ashley Junr Gentn & y said Oates by Elijah Arms yeoman now come into Court & by y Case by y final determination & award of the s d Joseph Stebbins Jonathan Hoit & Jonathan Arms all of Deerfield or any two of them Arbitrators mutually elected by y said parties to be made upon y premises & returned into this Court so soon as may be by s d parties have a day &c

Wilde
vs
Oates
29

Robert Fairchild of New Haven in y County of New Haven in y Colony of Connecticut in New England yeoman pltf vs Oliver Kellogg Lately of a place called White plains in y County of West Chester in y Colony of New York yeoman Deft in a plea of y Case for that y said Oliver on y 16th Day of Nov 1769 at a place called New haven viz: in Springfield aforesd by his note of that date for Value rec'd promised y said Robert to pay him fifteen pounds lawful mony on demand with lawful interest till paid Yet y said Oliver tho often requested hath not paid y said Sum or y Interest thereof or any part of y same to y said Robert But he wholly denies to do it to y Damage of y said Robert y sum of Twenty pounds The pltf appears by Simeon Strong esq his attorney The said Oliver not being an Inhabitant of this Province it is ordered by y Court that y Case be continued until y next Term of this Court to be held at Springfield on y last Thursday of August next Ensuing

Fairchild
vs
Kellogg
30

Timothy Gibson of Stow in y County of Middlesex yeoman pltf vs John Rugg of South Hadley in y County of Hampshire yeoman Deft in a plea of y Case for that s d John at s d South Hadley on y seventh day of September 1769 by his note of that date for Value rec'd promised said Timo to pay him or his order y value of twelve pounds lawful mony in Good Corn & to deliver y same at Capt n Lyman in Northampton at y Common market price within three months from y date &c as in y Writ — The pltf appears by Simeon Strong esq his att y Deft being three times publickly called makes default of Appearance in Court — It is therefore it is considered by y Court that y said Timothy recover against y said John Ten pounds 0/0 lawful mony damages Cost of Court taxes at two pounds 8/3 & thereof &c

Taken it 18th Sept 1770

Gibson
vs
Rugg
31

Roswell Hopkins esq and Michael Hopkins Gent both of Amenia precinct in Dutchess County & Province of New York pltf vs Elnathan Gaylord with y s d Elnathan of Granville in y County of Hampshire yeoman Deft in a plea of y Case that y said Elnathan render to y said Roswell & Michael twenty four pounds 0/0 Lawful mony which to them he owes & from them unjustly detains & whereupon y said Roswell & Michael say that by the Consideration of our Justices of our Superiour Court of Judicature holden at Springfield for y Counties of Hampshire & Berkshire in y Fourth year of our Reign 1764 they recovered Judgment against y said Elnathan for y sum of eight pounds 19/0 Lawful mony for their damages occasioned by reason of y said Elnathan's not performing his promise before that time made them; and also y sum of five pounds 1/0 Lawful money for their Costs by them expended whereof s d Elnathan is convict, as by the records & Files of y said Roswell & Michael more fully appears by Execution on y Judgment aforesd by the Sheriff of s d Hampshire was thereby levied for same Execution is now returned into y Clerks office of our s d Court wholly unsatisfied whereby Action hath accrued to y s d Roswell & Michael to demand of y said Elnathan y sums aforesd & also a further sum of 1/0 for your Writ of Execution so is as aforesd on demand &c as in Writ — The pltf appears by Mark Hopkins Esq their att y and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y s d Roswell and Michael recover against y s d Elnathan Thirty pounds 13/7 of lawful money Debt and Cost of Court taxes at two pounds 13/0 thereof &c

Hopkins
& al
vs
Gaylord
32

Taken it 15th June 1770

John Chamberlin of Amenia Precinct in Dutchess County & province of New York Physician pltf vs Simeon Bacon late of Ware in y County of Hampshire yeoman Deft in a plea that y said Simeon render to y said John nine pounds 16/0 Lawful money which to him he owes & from him unjustly detains & thereon y s d John says that at our Inferiour Court holden at Springfield within and for y County of Hampshire on y third Tuesday of May 1766 he y said John recovered by y Judgment of y same

Chamberlin
vs
Bacon
33

504

Chamberlin
vt
Bacon

Court recovered against ysd Simeon ysum of seven pounds 2/11½ Lawful mony for his damages by reason of ysd Simeons not performing his promise before that Time made to him & also for ysum of two pounds 12/1½ Lt mony for his Cost & charges by him about his Suit in that behalf Lastended whereof ysd Simeon is convict as by yRecord thereof appears which judgment yet remains in full force And altho ysaid John afterwards sued out Writ of Execon on yJudgment aforesd yet no part of said Sums was thereby levied & ysame Execon is long since returned unsatisfied so that action accrues to ysd John to have of said Simeon ysums aforesaid with a further Sum of 1/3 for yCost of s Writ of Execon &c as in the Writ The plt appears by Mr Jn Hopkins esq his Atty and ydeft being three times publickly called makes default of appearance in Court — It is therefore considered by yCourt that ysd John recover against ysd Simeon three pounds 12/6 of Lawful mony Debt and Cost of Court taxes at two pounds 12/0 & thereof &c

Hatheway
vt
Proprietors
of No 5

Asahel Hatheway of Suffield in yCounty of Hampshire Gent pltf vs yProprietors of yNew Township commonly called Number five lying partly in yCounty of Berkshire & partly in yCounty of Hampshire Deft in a plea of y Case for that s Proprietors of said Springfield on ylast day of November 1767 being justly indebted to ysd Asahel in ysum of five pounds 12/ for divers Work Labour & Service in preaching yGospel before that Time done by said Asahel for said proprietors at their special instance and request in Consideration thereof said proprietors undertook & to said Asahel promised to pay him ysame on demand, And also for that whereas said Proprietors at s Springfield on ysame last day of Nov in consideration that ysd Asahel at y Special Instance and request of s Proprietors had before that Time done for s Proprietors diverse other work Service & Labour in preaching yGospel assumed on themselves & promised said Asahel that they would content & pay ysame Asahel so much mony as he reasonably deserved to have when they should be thereto requested And ys Asahel avers that he reasonably deserved to have for ysame Work another sum of five pounds &c whereof said Proprietors had notice &c as in yWrit — The plt appears by Daniel Hitchcock Gent his Atty & ydefts being three times publickly called makes default of appearance in Court — His therefore considered by yCourt that ysd Asahel recover against s Proprietors five pounds of Lawful mony damages & Cost of Court taxed at two pounds 16/ and thereof &c — Lacon is 25th May 1770

34

Breck
vt
Graham

35

Robert Breck of Northampton in yCounty of Hampshire Gent pltf vs John Graham of Chesterfield in said County yeoman Deft in a plea of y Case for that said John at s Northampton on y 27th Day of Feby Last past by his Note of that date for Value rec promised s Robert to pay him or his order ten pounds Lawful mony on demand with Interest till paid And also for y said John at said Northampton on y 27th Day of Feby Last by his other note of that date for value rec promised said Robert to pay him or his order other ten pounds Lawful mony on demand with Interest for ysame after one year till paid — And also for that said John at s Northampton on y same 27th day of Feby Last by his other note of that date for Value rec promised said Robert to pay him or order ten pounds Lawful mony with Interest for ysame after one year till paid &c as in the Writ

The plt appears by Daniel Hitchcock Gent his attorney and s John by Moses Bliss esq his Attorney comes & confesses Judgment for Thirty pounds His therefore considered by yCourt that ysd Robert recover against ysd John Thirty pounds Lawful mony damages and one pound 6/4 allowed him for his Cost of Suit & thereof &c — Lacon is 25th May 1770

Idem
vt
Eundem

36

Robert Breck of Northampton in y County of Hampshire Gent pltf vs John Graham of Chesterfield in ysaid County yeoman Deft in a plea of y Case for that said John at said Northampton on y 27th Day of February last past by his note of that date for Value rec promised the said Robert to pay him or his order ten pounds Lawful money with Interest after one year till paid &c as in the Writ — The plt appears by Daniel Hitchcock Gent his attorney and y Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that y said Robert recover against the said John Ten pounds of Lawful mony damages and Cost of Court taxed at two pounds 6/8 and thereof &c

Idem
vt
Baker

37

Robert Breck of Northampton in the County of Hampshire Gent pltf vs Daniel Baker Junr of Montague in said County yeoman Deft in a plea of the Case for that said Daniel at said Northampton on y sixteenth day of October last past by his note of that date for Value rec promised ysd Robert to pay him or his order forty four ~~pounds~~ Shillings and three pence on demand with Interest till paid &c as in the Writ

The plt appears by Daniel Hitchcock Gent his attorney and y Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that ysaid Robert recover against ysd said Daniel the sum of two pounds 3/8½ of Lawful mony damages & Cost of Court taxed at one pound 6/8 & thereof &c — Lacon is 20th July 1770

Robert Breck of Northampton & George Breck of Springfield both in ye County of Hampshire Gent^n^ & Traders in company pl^tts^ v^s^ Stephen Fairfield of Belcher Town in ye County aforesaid yeoman Deft in a plea of ye Case for that ye s^d^ Stephen at Northampton on ye last day of March last past being justly indebted to ye s^d^ Robert & George in ye sum of three pounds L/C^y^ by Book to ballance Book Accts according to ye Act annexed in Consideration thereof ye said Stephen then & there undertook and to ye said Robert and George faithfully promised to pay them ye same on demand Yet ye s^d^ Stephen tho often requested hath never paid ye same or any part thereof But unjustly neglects it to ye damage of Robert and George Five pounds — The pl^tts^ by Daniel Hitchcock Gent their att^y^ appear And ye Deft being three times publickly called does not appear Therefore it is considered by ye Court that pl^t^ Robert and George recover against the s^d^ Stephen three pounds L/C^y^ of lawful mony damages & Cost of Court taxed at one pound 11/1 & thereof they may have Execn

The said Stephen afterwards comes here by Joseph Hawley esq^r^ his att^y^ & appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of Septm^r^ next & he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect &c by said recognizance as on file it appears

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Benjamin Bonney of Chesterfield in ye County of Hampshire yeoman pl^tiff^ Seth Burk of said Chesterfield yeoman Deft in a plea of ye Case for that said Seth at said Chesterfield on ye 22^d^ day of January last past by his note of that date for Value Rec^d^ promised said Benjamin to pay him two pounds lawful mony on demand with Interest till paid And also for that said Seth at s^d^ Chesterfield on ye same 22^d^ day of Jany by his other note of that date for Value Rec^d^ promised s^d^ Benjamin to pay him another sum of two pounds lawful mony on demand with Interest &c as in ye Writ The pl^tt^ appears by Daniel Hitchcock Gent his att^y^ and ye Deft being three times publickly called does not appear — It is therefore considered by ye Court that ye s^d^ Benjamin recover against ye said Seth four pounds L/C^y^ of lawful mony damages & Cost of Court taxed at two pounds 1/C^y^ thereof &c — Execn is 13th June 1770

Aaron Wright of Norwich in ye County of Cumberland & Province of New York yeoman pl^tiff^ Elijah Alvord of South hadley in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Elijah at said Springfield on ye 28th Day of Decr 1767 by his note of that date for Value Rec^d^ promised said Aaron to pay him three pounds 13/C^y^ on demand with Interest till paid &c as in ye Writ — The pl^tt^ by Daniel Hitchcock Gent his att^y^ comes here and ye Deft being three times publickly called does not appear His therefore considered by ye Court that ye said Aaron recover against ye said Elijah four pounds 3/11^y^ of Lawful mony damages & Cost of Court taxed at two pounds 0/5 & thereof &c — — — — — Execn is 29th May 1770

Jonathan Warner of Hatfield in ye County of Hampshire Joiner pl^tiff^ v^s^ Joseph Burnel yeoman Benjamin Bryant yeoman & Benjamin Bonney yeoman all of Chesterfield in ye County afores^d^ Defts in a plea of ye Case for that ye s^d^ Burnel Bryant & Bonney in behalf as aforesaid Committee for ye said Town of Chesterfield at s^d^ Chesterfield on ye third day of Octr 1768 by their note of hand of that date for Value Rec^d^ promised ye s^d^ Jonathan to pay him or his order twenty four pounds 13/C^y^ within three months from ye Date of said note &c^y^ not then paid with Interest for ye same till paid Yet ye said Burnel Bryant & Bonney nor either of them tho often requested have never paid ye same or any part thereof But unjustly neglect it to ye s^d^ Damage of said Jonathan Thirty pounds — The pl^tt^ appears by Daniel Hitchcock Gent his att^y^ and ye Defts being three times publickly called make default of appearance in Court — Therefore it is considered by ye Court that ye s^d^ Jonathan recover against ye said Burnel, Bryant & Bonny twenty six pounds 11/11^y^ of lawful mony damages Cost of Court taxed at £2 4/11 & thereof &c.

The said Burnel, Bryant & Bonney by Joseph Hawley Esqr their att^y^ come here and appeal from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect &c by s^d^ recognizance as on file it appears

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Samuel Wells of Conway in ye County of Hampshire yeoman pl^tiff^ v^s^ Elisha Wait of Hatfield in ye said County yeoman Deft in a plea of the Case for that ye s^d^ Elisha at s^d^ Hatfield on ye third day of May 1768 by his note of hand of that date for Value Rec^d^ promised one Oliver Kellogg to pay him or his order ten pounds 2/8 by ye fifteenth day of Octr then next Enquiry ye Date of s^d^ Note &c^y^ not then paid with Interest for ye same till paid &c and afterwards viz: on ye same third day of May the said Oliver at said Hatfield Endorsed ye same note with his own proper hand thereto Subscribed & thereby appointed ye Contents of ye same note then wholly due and unpaid to be paid to ye said Samuel Value Rec^d^ whereof ye s^d^ Elisha then instantly had notice & thereby became Liable to pay ye same to ye said Samuel according to ye Tenor of said note Being so Liable he ye said Elisha then & there in Consideration thereof aforesaid on his behalf to ye said Samuel faithfully promised to pay him ye Contents of ye same note according to ye Tenor thereof as aforesaid Yet ye said Elisha tho often requested & tho ye said Time of payment is long since past hath never paid ye same or any part thereof but unjustly neglects it to the damage of said Samuel Fourteen pounds — The pl^tt^ appears by Daniel Hitchcock Gent his att^y^ and ye Deft being three times publickly called does not appear — His therefore considered by ye Court that ye said Samuel recover against ye said Elisha ten pounds 9/9 of lawful mony damages Cost of Court taxed at one pound 19/1 & thereof &c

The said Elisha afterwards comes here in his proper person to appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect &c by said recognizance as on file it appears

Bdc
Burt
vs
Miller
£3

Eleazer Burt of Northampton in y County of Hampshire yeoman pltf
Daniel Miller of Springfield in s County yeoman Deft in aplea of y Case
for that said Daniel on y last day of August last at Northampton aforesd
being indebted to said Eleazer in y sum of four pounds 10/11 Lawful mony
on Act according to y Tenor annexed to y Writ in consideration thereof promis
s Eleazer that he would pay him said sum on demand &c as in y Writ
The pltf appears by Daniel Hitchcock Gent his Attorney Deft being three times
publickly called makes default of appearance in Court — It is therefore
considered by y Court that y said Eleazer recover against y said Daniel four
pounds 10/11 of Lawful mony damages Cost of Court taxed at one pound 4/
and thereof he may have his Execon Execon is 25th May 1770

Dwight Esq
vs
Graham
£4

Timothy Dwight Esqr of Northampton in y County of Hampshire esqr pltf vs
John Grahard of Chesterfield in said County Trader Deft in aplea of y Case for
that said John at said Northampton on y 15th day of March current owed said
Timothy forty pounds 2/9 Lawful mony for sundry Goods & Merchandizes before
that time sold said John by said Timothy according to y Schedule annexed to the
Writ And s John in Consideration thereof promised s Timothy to pay him said
sum on demand &c as in y Writ — The pltf appears by Daniel Hitchcock Gent
his Attr and y Deft being three times publickly called ~~makes default of appearance~~
~~£30 12 9 1/2 on Court~~ — It is therefore considered by y Court that y s Timothy recover agt
the said John forty pounds 2/9 of Lawful mony damages Cost of Court
taxed at one pound 7/4 & thereof &c Execon is 21st May 1770

Lason
vs
Clark & Wife
45

Sarah Lason late of Middletown in y County of Hartford and Colony of Connecticut
Widow pltf vs Joseph Clark of Granville in y County of Hampshire yeoman & Ruth
his Wife who was Lately Ruth Hubbard Defts in aplea of y Case for that y said Ruth
at Springfield aforesaid on y third day of Decr 1764 she then being Femesole
unmarried by her promisory note in writing under her hand of that date for
Value rec promised y said Sarah to pay her or her order y sum of Sixty seven
pounds 6/4 Lawful mony on demand with Lawful Interest for y same till
paid Yet y said Ruth tho often requested while she was Femesole before & until
her Intermarriage with y said Joseph never paid y same or any part thereof nor
have said Joseph & Ruth or either of them tho often requested since their inter
marriage together ever paid y said Sum or any part of it but unjustly neglect
it to y damage of said Sarah ninety pounds — The pltf appears by John
Worthington Esqr her Attr and y Defts being three times publickly called makes
default of appearance here It is therefore considered by y Court that y s
Sarah recover against y said Joseph & Ruth Eighty nine pounds 6/2 of Lawful
mony damages Cost of Court taxed at one pound 15/4 & thereof &c
The said Joseph & Ruth afterwards come here by John Phelps Gent their Attr &
appeal from y judgment of this Court to y Superiour Court of Judicature to
beholden at Springfield in and for y County of Hampshire on y Fourth Tuesday of
September next And he recognizes with Sureties as y Law directs for their prosecuting
their appeal with Effect as by said Recognizance on file appears

V Schaack
vs
Jaggard
£6

Cornelius Van Schaack of Kinderhook in y County of Albany & Province of New York
Merchant pltf vs James Jaggart late of Murrayfield in y County of Hampshire
yeoman Deft in aplea of y Case for that said James at Springfield on y first
day of May 1755 by his promissory note in writing under his hand of that
date for Value rec promised y said Cornelius to pay him y sum of twenty three
pounds 9/4 1/2 Lawful mony of our Province of New York which is equal to
seventeen pounds 12/3/8 parts of a penny Lawful mony of our Province of
the Massachusetts Bay on demand with y Lawful interest for y same
Yet y said James tho often requested hath never paid said Sum or the Interest
thereof But unjustly neglects to do it To y damage of s Cornelius thirty pounds
The pltf by John Worthington Esqr his Attr comes here And y Deft being three
times publickly called does not appear — It is therefore considered by y
Court that y said Cornelius recover against y s James thirty four pounds 11/
of Lawful mony damages Cost of Court taxed at two pounds 17/8 & thereof &c
The s James afterwards att this Term comes here by John Phelps Gent his Attr
& appeals from y judgment of this Court to y Superiour Court of Judicature
to be holden at Springfield in & for y County of Hampshire on y Fourth Tuesday
of September next and he recognizes with Sureties as y Law directs for his
prosecuting of appeal with Effect as by s Recognizance on file appears

Worthington
Esqr
vs
Shaw
£7

John Worthington of Springfield in y County of Hampshire esqr pltf vs William Shaw
Palmer in s County yeoman Deft in aplea of y Case for that s William at Springfield
on the 5th day of February A.D. 1769 by his note of that date for Value rec promised s John to pay him or order four
pounds Lawful mony on demand with Interest — Also for that said William on
y same fifth day of Febry 1769 at Springfield by one other note of that
date for Value rec promised s John to pay him another sum of two pounds
10/10 Lawful mony on demand with Interest &c as in y Writ —
The pltf appears in his proper person & Deft being three times publickly
called makes default of appearance in Court — It is therefore considered by
the Court that y said John recover against y s William seven pounds 10/6
of Lawful mony damages Cost of Court taxed at £1 11 8 1/2 and thereof &c
Execon is 22 June 1770

Fiske
vs
Finds
£8

William Fiske of Greenwich in y County of Hampshire yeoman pltf vs Joseph
Finds of s Greenwich yeoman Deft in aplea of y Case for that s Joseph at
said Greenwich on y 28th day of May last past by his note of that date for
Value rec promised said William to pay him y Value of four pounds in good
Lynn Salt to be delivered at s Josephs House in Greenwich at or before y first
day of Oct then next &c as in y Writ; The pltf appears by John Worthington
Esqr his Attr & Deft being three times publickly called does not appear
His therefore considered by y Court that y s William recover against y s
s pltf four pounds 9/4 of Lawful mony damages Cost of Court taxed at one
pound 19/1 & thereof &c Execon is 4th July 1770

Nathan Whiting of New Haven in y County of New Haven and Colony of Connecticutt Esqr pltf at Benjamin Billing Junr of Belchertown in y County of Hampshire yeoman Deft in a plea of y Case for that y Benjamin on y sixth day of June 1760 at said Springfield by a promissory note in writing under his hand of that date for Value Rec promised said Nathan to pay him twenty pounds Lawful mony on or before y tenth day of June 1760 with Lawful Interest for y same from y time of payment till paid Yet he hath not paid y same or any part thereof tho y time of payment is long since Elapsed But unjustly neglects it To y damadge of y said Nathan Thirty pounds The pltf appears by John Worthington Esqr his Attr and y Deft being three times publickly called makes default of appearance in Court & His Action therefore considered by y Court that y said Nathan recover against y said Benjamin fifteen pounds 18/ lawful mony damages & Cost of Court taxed at two pounds 0/8 & thereof &c — The said Benjamin afterwards of this Court to y Superiour Court of Judicature to be holden at Springfield within & for y County of Hampshire on y fourth Tuesday of September next Enabling the Recognizes with Sureties as y Law directs for his prosecuting y appeal with effect as by said Recognizance as on file it appears

Ezekiel Day of Springfield in y County of Hampshire yeoman pltf & Luke Day of Springfield Yeoman Deft in a plea of Trespass for that said Luke at Springfield on y first day of Decr last past sat divers days & Times between y said first day of Decr & first day of April currant with force and arms broke & Entered one Close of y pltf lying at a place called Agawamsuck neck in said Springfield & 1000 of y pltfs Trees there growing of y Value of Eight pounds cut down & destroyed & 1000 other Trees of y pltf there growing of y Value of Eight pounds more Girdled & killed & under wood of y pltf there growing of y Value of five pounds cut down & destroyed all with force & Arms &c to y damage of y pltf & contrary to y Peace & Dignity of our Sovereign Lord y King &c as in y Writ — The pltf appears by John Worthington Esqr his Attr and y Deft by Jonathan Bliss Esqr his Attr — And y pltf by his said Attr moves that y Case may be continued until y next Term that he may procure a plan of y Land &c and it is granted him

John Nelson of South Brimfield in y County of Hampshire yeoman who prosecutes as well for y poor of said South Brimfield as for himself pltf vs William Nelson of s^d South Brimfield yeoman Deft in a plea of Trespass that y said William render to said John who sues for said poor as well as for himself thirty pounds which to said John he owes & from him unjustly detains & whereof John says that John Nelson late of said South Brimfield yeoman made & Executed his last Will and Testament in writing under his hand and thereby made sundry devises & bequests and among other things constituted & Willm Exr of this s^d Will And afterwards on y ninth day of Octr last ye John died leaving y same will in full force which said Will & Testament of y same John afterwards on y 11th day of y same Octr came into y hands of said William and s^d Willm knew y same to be y last Will of said John Dec^d & himself appointed Exr thereof as afores Yet said William did not within thirty days after y Decease of s^d Testator cause said Will to be proved Recorded in y Register's Office nor did said William present said Will & declare his Refusal of y Executorship afores^d nor hath said Willm ever since caused Probate of y same Will to be made or presented y same but hath wholly neglected y same whereby by one Law of this Province said Willm hath forfeited y sum of five pounds pr Month for every month after y Expiration of thirty days from y Death of s^d Testator amounting in y Whole to thirty pounds &c as in the Writ — The pltf being three times publickly called to come and prosecute his action does not appear & his Nonsuit and y Deft Defaulted by Action is dismissed

John Read of Fairfield in y County of Fairfield & Colony of Connecticutt Esqr & Ruth Hunn of s^d Fairfield Widow Charles Morris of Halifax in y Province of Nova Scotia Esqr and Mary his Wife Henry Paget of Providence in y Colony of Rhode Island Merchth and Deborah his wife William Read of Boston in the County of Suffolk Esqr Joseph Miller of Boston yeoman William Miller yeoman John Miller yeoman both of said Boston Hezekiah Miller of Milton in said County of Suffolk yeoman Nathaniel Vose of s^d Milton yeoman Ruth his wife Abner Hunt of said Milton yeoman Abigail his Wife and William Shepard of said Boston yeoman & Deborah his Wife which said Charles Morris Henry Paget Nathaniel Vose Abner Hunt & William Shepard one in Right of their said Wives pltfs vs Samuel Nivins of Green & with in y County of Hampshire yeoman Deft in a plea of Entry upon Disseisin in y Writ wherein they demand against y said Samuel seventy seven Acres three Roods & thirty seven Perches of Land in Ware in s^d County lying within & being part of that Tract of Land Were commonly called Leads Manor or y Manor of Peace & bounding as follows Viz^t beginning at a Station in y North Line of y Tract afores^d called Leads Manor one hundred ninety two rods Easterly from a Pine Tree standing on y Bank of Swift River at y North West Corner of said Leads Manor so called thence Running South 14 degrs West 112 rods thence East 107 rods thence North 103 rods thence in y North Line of y Manor afores^d West 11 Degrs South 88 rods to y first Station with y appurtenances as y Rights & Inheritance of y said John Read, Ruth Hunn Mary Morris Deborah Paget William Read Joseph Miller William Miller Hezekiah Miller John Miller Ruth Vose Abagail Hunt & Deborah Shepard whereof Samuel Nivins unjustly & without Judgment Disseized John Read late of Boston Esqr Dec^d Father of ye s^d John Read Ruth Hunn said Mary Morris & Deborah Paget Grandfather of s^d Joseph Miller William Miller Hezekiah Miller & John Miller Ruth Vose & Abigail

50d Read & Heirs vs Nivins

Abigail Hunt and Deborah Shepard who are Children & Heirs of Abigail Miller late of Boston Widow Dec^d who was Daughter of said John Read Esqr & Only & Whole Coheirs they are & say that said John Read y^r Father within Forty years last past was seized of ye 77 Acres 3 Roods 37 Perch of Land with ye Appurtenances in his own right & having the profits thereof to y^r Value of 40^s a year & that said Samuel Nivins without Judgment dispeized him from ye said John Read y^r Father of right to ye Lands aforesd descended & came to his Children & Coheirs to have ye same in ye following proportion vizt Two seventh parts thereof in common undivided to ye said John Read & one Seventh part thereof to ye said William Read & to ye said Ruth Hunn, Abigail Miller, Mary Morris, & Deborah Paget each of them one seventh part and afterwards ye said Abigail Miller died & from her ye right to one seventh part of ye Lands aforesd came to ye said Joseph Miller Wm Miller Hezh^h Miller & John Miller Ruth Veree Abigail Hunt & Deborah Shepard to hold ye same in ye following proportion vizt two Eighth parts thereof to ye said Joseph & one eighth part thereof to each of ye other aforesd Children of said Abigail Dec^d And that said Samuel Nivins had no Entry into ye Lands aforesd until after ye Dispeisin which ye said Samuel Mirick but Sam^ll Nivins now unjustly detains ye same from them &c as in the Writ — The pltfs appear by John Worthington Esqr their Att^y and ye Deft being three times publickly called makes Default of appearance in Court It is therefore considered by ye Court that ye pltfs recover against ye said Nivins the Lands & demands in the Writ & Cost of Court taxed at two pounds 16/10 & thereof &c — Exon is 2 June 1755

Cooley vs Colton

54

Jacob Cooley of Springfield in ye County of Hampshire yeoman pltf or George Colton late of said Springfield yeoman Deft in a plea of the Case for that ye said George at said Springfield on ye third day of May last past by his promissory note in writing under his hand of that date for Value rec^d promised ye said Jacob to pay him ye sum of thirty six pounds Lawful money within three Weeks from ye Date of said note with lawful interest from ye time of payment until paid Yet ye said George tho often requested hath never paid sum nor the Interest thereof But unjustly neglects it To ye Damage of said Jacob Twenty five pounds — The pltf appears by John Worthington Esqr his Att^y and ye Deft being three times publickly called does not appear It is therefore considered by ye Court that ye said Jacob recover against ye said George seventeen pounds 10/ lawful money damages Cost of Court taxed at one pound 7/6 & thereof &c — & The said George afterwards comes here by Moses Hazen Esqr his Att^y and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye Fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect &c by Recognizance as on file It appears

Kibbe vs Nivins

55

Isaac Kibbe of Enfield in ye County of Hampshire yeoman pltf or Timothy Nurse of Rutland District in ye County of Worcester yeoman Deft in a plea y^t the said Timothy render to ye said Isaac Kibbe Seventeen pounds 7/ which to ye said Isaac he owes & from him unjustly detains & whereon ye said Isaac saith that at a Superiour Court holden at Hartford in ye County of Hartford & Colony of Connecticutt on ye first Tuesday of March in ye Ninth year of our Reign by ye Judgment of ye same Court he recovered by ye name of Isaac Kibbe of Enfield in ye County of Hartford against ye said Timothy Seventeen pounds 7/ for his costs and Charges by him about his Suit in that Behalf Expended whereof ye said Timothy is convict as by ye Record thereof in our said Court remaining is manifest and appears which Judgment yet remains in full force and Effect not satisfied nor reversed & altho' said Isaac afterwards vizt on ye Sixth day of June next following ye time of the Recovery aforesd sued out our Writ of Execution thereon & ye same as aforesd recovered was never levied thereby & same is long since returned wholly unsatisfied & same Sum wholly unpaid whereby action accrues to ye said Isaac at said Northampton to demand and have of ye said Timothy ye Sum of Seventeen pounds 7/ in form aforesd recovered Nevertheless ye said Timothy tho often requested hath never paid ye same or any part thereof to ye pltf but unjustly neglects it To ye Damage of ye said Isaac Twenty pounds The pltf appears by Justin Ely Gent his Att^y And ye said Timothy comes by John Worthington Esqr his Att^y Reserving Liberty to make a new plea on ye Trial on the appeal now pleads says that ye Bond declared on is not his deed & thereof puts him self on ye Country — And ye said Isaac by his Att^y aforesd agreeing to ye Reservation aforesd says that ye said Timothy's plea above pleaded by Matters therein contained is an insufficient answer to his declaration & that he is not holden by ye Law of ye Land to answer thereto all which he is ready to prove wherefore he prays Judgment & his damages Cost — And ye said Timothy says his plea aforesd is sufficient and thereof prays Judgment & for his Cost

Whereupon all and singular ye premises being seen & fully understood by ye Court & ye same being now here, & for that it appears to ye said Court that ye plea of ye said Timothy by him in manner & form above pleaded and ye Matters therein contained are not sufficient in Law to preclude ye said Isaac from proceeding in his said Action against ye said Timothy or from his Debt aforesd & therefore it is considered by ye Court that ye said Isaac recover against the said Timothy Eighteen pounds 8/7 of lawful money Debt and Cost of Court taxed at one pound 16/10 & thereof &c The said Timothy by his Att^y aforesaid appeals from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye Fourth Tuesday of Septr next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting the appeal with Effect as by said Recognizance as on file appears

Joseph Ashley Junr of Springfield in y County of Hampshire yeoman pltf vs Charles Colton of said Springfield yeoman Deft in a plea of y Case for that said Charles at Sd Springfield on y 24th day of August 1765 by his promissory note in writing under his own hand of that date for Value Rec promised y pltf to pay him y Sum of Six pounds Lawful money in two months from y date of s Note which time is long since past yet said Charles tho often thereto requested hath never paid said Sum or any part thereof to y pltf but hitherto hath still doth neglect & deny to do it To y damage of said Joseph Eight pounds — The pltf appears by Justin Ely Gent his Attr & y Deft being three times publickly called makes default of appearance in Court — His therefore considered by y Court that y said Joseph recover against sd y said Charles Six pounds 6/ lawful money damages & Cost of Court taxed at one pound 6/12 & thereof &c — The said Charles afterwards comes here in his proper person and appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in y County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as y Law directs for his prosecuting his appeal with Effect as by Recognizance as on file appears

Ashley vs Colton 56

John Weller of Westfield in y County of Hampshire yeoman pltf vs Charles Colton of Springfield in s County yeoman Deft in a plea of y Case for that said Charles at Springfield on y 30th day of March 1767 by his promissory note in writing under his hand of y t date for Value Rec promised y pltf to pay him y Sum of Nineteen pounds lawful money on demand with Interest till paid Yet said Charles tho often thereto requested hath never paid said Sum or Interest or any penny thereof to y pltf but hitherto hath still doth neglect & deny to do it To y damage of said John Twenty six pounds The pltf appears by Justin Ely Gent his Attr and y Deft being three times publickly called makes default of appearance in Court — His therefore considered by y Court that y said John recover against y s Charles twenty three pounds 6/3 lawful money damages & Cost of Court taxed at one pound 8/ and thereof &c The said Charles afterwards comes here in his proper person & appeals from the Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next Ensuing And he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by said Recognizance as on file it appears

Weller vs Colton 57

By a Writ of our Sovereign Lord y King it is thus commanded that Samuel Taylor Junr of Springfield in y County of Hampshire instantly without delay he render to Mary Lamb of Springfield aforesd Spinster who was y Wife of Samuel Lamb Senior late of Springfield aforesd yeoman Dec her reasonable dower which happens to her of a certain Messuage or Tenement with y appurtenances containing by Estimation 79 Acres of Land part whereof 20 Acres is mowing Land and y Remainder viz 59 Acres is pasturage land bounding Southwardly on y Highway leading from Springfield to Westfield Westwardly on Joseph Taylors land Northwardly on land of Thomas Stone on Ely & Eastwardly on a Highway situate in Springfield aforesaid in y Possession of y s Saml Taylor which was in y seisin & possession of her said husband Saml Lamb & where of he was seized in his Demesne as of Fee during y Coverture and whereof she hath nothing (as she saith) And y said Mary Lamb complains that y said Saml Taylor hath deforced her thereof And unless y said Saml Taylor shall so do then summon by good Lawful men in your Bailywick y said Saml Taylor that he be before our Justices of our next Inferiour Court of common pleas to be holden at Springfield for y County of Hampshire aforesd on y third Tuesday of May next then and there to shew cause if any he have why said Mary Lamb her reasonable dower as aforesd he doth not render & have you there y Names of them by whom you Summon y s Saml Taylor & this Writ &c Samuel Taylor by Virtue of this Writ was summoned to appear as above said &c The pltf appears by Justin Ely Gent his Attr and y s Saml Taylor by Joseph Hawley Esqr his Attr comes and defends y Right &c and Vouches Saml Lamb to Warranty of y within demanded premises against y Demandant by Whose warranty he holds y s premises & prays a Continuance of this action to y next Term that he may have time to make summons in y Country vs the said Lamb; And it is granted him and y Action is continued until y next Term

Mary Lamb vs Taylor 58

Bildad Fowler of Westfield in y County of Hampshire yeoman pltf vs Moses Hale of Murrayfield in said County yeoman Deft in a plea of y Case for that said Moses at Westfield on y ninth day of August last past by his note of that date for Value Rec promised y pltf to pay him four pounds y lawful money with Interest till paid &c as in the Writ The pltf appears by Justin Ely Gent his Attr and y Deft being three times publickly called makes default of appearance in Court — His therefore considered by y Court that y said Bildad recover against y said Moses four pounds 13/6 of Lawful money damages & Cost of Court taxed at one pound 12/4 & thereof &c — Exon is June 4th 1770

Fowler vs Hale 59

Bildad Fowler of Westfield in y County of Hampshire yeoman pltf vs Charles Colton of Springfield in said County yeoman Deft in a plea of y Case for that said Charles at Westfield on y 8th day of June 1765 by his promissory note in writing under his own hand of that date for Value Rec promised said Bildad to pay him or order y Sum of Sixty pounds Lawful money within one month from y Date of said note Yet said Charles tho often thereto requested hath never paid said Sum or any penny thereof to y pltf altho' y Time is long since past but unjustly neglects & denys to do it To y Damage of said Bildad Eighty pounds The pltf appears by Justin Ely Gent his Attr and y Deft being three times publickly called makes default of appearance here — His therefore considered by y Court that y said Bildad recover against y said Charles Seventy seven pounds 8/ of Lawful money damages & Cost of Court taxed at one pound 8/ & thereof &c — The said Charles afterwards comes here in his proper person & appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of Sept next Ensuing And he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by said Recognizance as on file it appears

Colton vs Allen 60

Luke Day Junr of Springfield in y County of Hampshire yeoman pltf vs Job Smith of said Springfield yeoman Deft in a plea of y Case for that said Job at Springfield on y 12th day of April last past by his note of that date for Value Rec promised s d Luke to pay him two pounds 7/ lawful money on demand with Interest till paid &c as in the Writ The pltf appears by Justin Ely Gent his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y s Luke recover against y said Job two pounds 10/1 of Lawful money damages & Cost of Court taxed at one pound 7/10 & thereof &c — Exon is 28th May 1770

Day vs Smith 61

510

Land
of
Taylor
vs
62

By a Writ of our Sovereign Lord y King it is ~~ordered~~ commanded that Thomas Taylor of Springfield in y County of Hampshire yeoman instantly without delay render to Mary Lamb of said Springfield Spinster who was y Wife of Samuel Lamb late of said Springfield yeoman Dec her reasonable Dower which happens to her of a certain tract of Land lying in Chamunsick Neck so called containing 13 Acres & 130 rods bounded Eastwardly on Connecticut River Southwardly on Jonathan Millers Land, Westwardly on Agawam river and Northwardly on Joseph Taylors Land situate in Springfield in y Possession of y said Thomas Taylor which was in y Seisin & possession of her said Husband Samll Lamb whereof he was seized in his Demesne as of Fee during y Coverture & whereof she hath nothing (as she saith) And y said Mary Lamb complains that y Thomas Taylor hath deforced her thereof. And unless y said Thomas Taylor shall so do then summon by good & lawful men in your Bailywick y said Thomas Taylor that he be before our Justices of our Inferiour Court of Common pleas to be holden at Springfield for the County of Hampshire aforesd on y third Tuesday of May next then & there to shew Cause why to y said Mary Lamb her reasonable Dower as aforesd he doth not render Have you there y names of them by whom you Summon y Thomas And this Writ And by Return of this Writ it appears that y said Thomas Taylor has been summoned as commanded above ~~~ And now y ~~Plt~~ appears by Justin Ely Gent his att And y above named Thomas Taylor by Jonathan Bliss Gent his att comes & pray a continuance of this Action to y next Term of this Court that he may have Opportunity to make Summons & John Ely & Justin Ely to y Warranty of y Demanded premises to him against y Demand of y Plt which said John & Justin he vouches thereto whose deed of Bargain & Sale of y premises with warranty to him & his Heirs he hath & it is granted him And y Case is continued until y next Term

Ely
&
Ely
vs
63

By a Writ of our Sovereign Lord the King it is thus commanded that Thomas Ely & Simeon Ely yeoman both of Springfield in y County of Hampshire instantly without delay they render to Mary Lamb of said Springfield Spinster who was y Wife of Samuel Lamb late of said Springfield yeoman Dec her reasonable dower which happens to her of a certain Tract of Land containing eight Acres bounded Eastwardly on a High way Northwardly on Land belonging to y Estate of Samuel Ely late of said Springfield yeoman Dec Westwardly on Land of Samuel Taylor Junr & Southwardly on Land of Benjamin Day situate in Springfield aforesaid in y possession of y said Thomas & Simeon which was in y Seisin and possession of Samll Lamb her said Husband and whereof he was seized in his demesne as of Fee during y Coverture and where of she hath nothing (as she saith) And y said Mary Lamb complains that y Thomas & Simeon have deforced her thereof, And unless y said Thomas & Simeon shall so do then Summon by Good & Lawful men in your Bailywick y said Thomas & Simeon that they be before our Justices of our next Inferiour Court of common pleas to be holden at Springfield for y County of Hampshire aforesd on y third Tuesday of May next then and there to shew cause why to y said Mary Lamb her reasonable dower as aforesaid they do not render, and have you there y names of them by whom you summon y said Thomas & Simeon this Writ ~~~ And by y Return of y above Writ it appears that y said Thomas & Simeon have been summoned according to y above command ~~~ And now y ~~Plt~~ appears by Justin Ely Gent their att and ~~y Defts~~ by Joseph Hawley Esqr their att come to defend y Right against y Demandant & touches to y Warranty of y said demanded premises one Samll Lamb late of Springfield whose warranty of y said premises they have & pray a continuance of this action that they may have opportunity to make summons of y said Lamb in y Country to warrant y same to them ~~~ And it is granted them and y Action is continued until the next Term

Fowler
vs
Smith
64

Bildad Fowler of Westfield in y County of Hampshire yeoman ~~Plt~~ vs Thomas Smith of Springfield in said County yeoman Deft in a plea of y Case for that y Thomas at Westfield on y fifteenth day of August 1760 by his note of that date for Valuelied promised y Bildad to pay him two pounds 3/8 p on demand with lose it as in y Writ ~~~ The ~~plt~~ appears by Justin Ely Gent his attorney & ~~y Deft~~ being three times publickly called makes default of appearance in Court ~~~ & this therefore considered by the Court that y said Bildad recover against y said Thomas Two pounds ~~1/3~~ 3s 4d lawful mony damages & Cost of Court taxed at one pound 9s 4d & thereof Execution &c ~~~ Entered in June 1761

Fowler
vs
Noble
65

Bildad Fowler of Westfield in y County of hampshire yeoman ~~Plt~~ vs Mathew Noble of s Westfield Gentn Deft in a plea of y Case for that said Mathew at s Westfield on y 27th day of April current being justly indebted to y ~~plt~~ in y Sum of forty pounds lawful mony to ballance Book Accts for divers Goods Wares & Merchandizes there before that time sold & delivered to y s Mathew at his special request and for Labour done & Services per formed for y said Mathew at his special instance & request & being so Indebted he y said Mathew then and there in consideration thereof upon himself & faithfully promised y ~~plt~~ to pay him said Sum on demand & yet s Mathew tho often thereto requested hath never paid said Sum or any penny thereof but y ~~plt~~ but unjustly neglects it to y Damage of said Bildad Forty two pounds

The ~~plt~~ appears by Justin Ely Gent his att And y s Mathew by Joseph Hawley Esq his att comes & defends y force & says that he never promised y s Bildad in manner & form as against him in this Writ is alledged & thereof puts himself on y Country & And y s Bildad by his att aforesd leaving Liberty to him & to waive this demurrer on y Trial of y appeal & join y Issue Tendered says that y aforesaid plea of y said Mathew & y matters therein contained are not sufficient in Law to oblidge him y s Bildad to answer thereto to which he therefore is under no necessity nor bound by y Law of y Land to answer wherefore he prays Judgment for damages & Cost & y said Mathew consenting says his plea is sufficient ~~~ Whereupon y premises being seen by y Court & y Law & thing fully understood for that it appears to y said Court that y plea of y said Mathew & y matters therein contained are sufficient in Law to prelude y said Bildad from having his aforesd Action maintained against y said Mathew ~~~ Therefore it is considered that the said Bildad by his plea aforesd have nothing &c It is also considered that y said Mathew recover against y said Bildad £ s d Lawful mony allowed him with his Assent for his Cost in defending y Suit of y said Bildad

The said Bildad by his attorney abovenamed appeals from y Judgment of this &c to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next Ensuing & he recognizes with Sureties as y Law directs for his prosecuting the appeal with Effect as by said recognizance as on file it appears

By a Writ of our Sovereign Lord y King it is thus commanded that Jonathan Miller of Springfield in y County of Hampshire yeoman render to Mary Lamb of said Springfield Spinster who was y Wife of Samuel Lamb late of said Springfield yeom. Dec'd her reasonable Dower which happens to her of a certain Tract of Land containg 21 Acres part whereof is plow Land y remainder is wood land bounded Northwardly on Thomas Taylors land Eastwardly on Jno Days land westwardly on Aquawam River Southwardly on Sam'll Taylors land at a place called Asharunsick Neck situate in Springfield of wch she is now possessed y said Jon'a Miller which was in y seisin & possession of her s'd Husband Samll Lamb whereof he was seized in his demesne as of Fee during y Coverture and whereof she hath nothing (as she saith) by y said Mary Lamb complains that y said Jon'a Miller hath deforced her thereof Unless the said Jon'a Miller shall so do then summon by Good & Lawful men in your Bailywick y said Jon'a that he be before our Justices of our next Inferiour Court of common pleas to be holden at Springfield for y County of Hampshire aforesd on y third Tuesday of May next then and there to shew cause why to y s'd Mary her reasonable dower as aforesd he doth not render and have you there y Names of them by whom you summon y said Jon'a this Writ — And by y Return of y Writ it appears that y said Jon'a hath been Summoned as above commanded the pltt appears by Justin Ely Gent his att'y and y said Jon'a Miller by Jon'a Bliss Gent his att'y comes & prays a Continuance of this Action to y next Term that he may have opportunity to make Summons of one Ebenezer Morgan Esq'r Warranty of y demanded premises unto him whose deed of Bargain & Sale of y said premises with warranty to him & his Heirs he hath against y Demand of y pltt which s'd Eben'r he vouches thereto It is therefore considered by y Court that y Action be continued until the next Term and y said parties have a further day &c

Reuben Bliss of Springfield in y County of Hampshire yeoman pltt vs Jonathan Ribbon of Monson in s'd County yeoman Deft in a plea of y Case for that s'd Jon'a at Springfield on y second day of March 1764 by his note of that date for Value Rec'd promised s'd Reuben to pay him or his order six pounds L.M. lawful money on demand with y lawful Interest for y same till paid Yet said Jonathan tho often thereto requested hath not paid said Reuben y sume or any penny thereof but hitherto hath still neglected & refused to pay him y same To y Damage of said Reuben nine pounds The pltt appears by Moses Bliss esq'r his att'y and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that y said Reuben recover against y said Jon'a Eight pounds 1/3 of lawful mony damages & Cost of Court taxed at one pound 6/ 4 thereof &c
The said Jon'a afterwards comes here by Jonathan Bliss Gent his att'y & appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y Fourth Tuesday of Sept'r next and he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by said Recognizance as on file appears

Margaret Jones of Springfield in y County of Hampshire widow & Gentlewoman pltt vs Charles Colton of Springfield yeoman Deft in a plea of y Case for that said Charles at Springfield on y 30th Day of August 1760 by his note under his hand of that date for Value Rec'd promised said Margaret to pay her six pounds lawful mony within one year from y Day of y Date thereof with y lawful Interest for y same till paid Yet s'd Charles tho often thereto requested hath not paid said Margaret y sume or any penny thereof alth'o said Time of payment hath long since been past but hitherto hath & still neglects & refuses to pay her y same To y Damage of said Margaret seven pounds The pltt appears by Moses Bliss esq'r her att'y and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Margaret recover against y s'd Charles six pounds 1/3 of lawful mony damages & Cost of Court taxed at one pound 6/ 4 thereof &c
The said Charles afterwards comes here in his proper person & appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in the County of Hampshire on y Fourth Tuesday of September next & offering the recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by said recognizance on file appears

Jonathan Bliss of Springfield in y County of Hampshire Gent pltt vs William Chaw of Palmer in said County yeoman Deft in a plea of y Case for that s'd Wm on y 2d Day of May last past at Springfield aforesd by his note for Value Rec'd promised one Obadiah Wood to pay him or order Eleven pounds L.M. lawful mony on demand with Interest till paid; and s'd Obadiah afterwards on y same day by his Indorsment ordered y Contents thereof to be paid to y pltt whereof y said William had notice and in consideration of y premises s'd William promised y pltt to pay him y same accordingly (as in y Writ) The pltt appears by Jonathan Bliss Gent his att'y & y Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by y Court that y said Jonathan recover against y s'd William Eleven pounds 1/3 lawful money damages Cost of Court taxed at one pound 6/ 4 thereof &c Dis'd 28th May 1770

Solomon Brewer of Springfield in y County of Hampshire farmer pltt vs Nathaniel Gilbert of said Springfield yeoman Deft in a plea of y Case for that whereas s'd Nathaniel on y fourth day of April 1760 at Springfield in Consideration that said Solomon would at y special Instance & Request of s'd Nathaniel let out to him y s'd Nathaniel ten sheep to be by him kept for y Term of one year from y month of May then next following & at y Expiration of that Time to be returned to said Solomon the s'd Nathaniel in consideration thereof promised s'd Solomon that he would keep y same Sheep during y Term aforesaid & would at y Expiration of said Term deliver y same Ten Sheep to s'd Solomon in case the same should be living & in Case y same Sheep should not then be living that he would deliver to said Solomon other ten sheep of Equal Value with y afore mentioned Sheep And s'd Nathaniel further promised s'd Solomon that he would yearly during said Term lender to s'd Solomon 3/4 of a pound of Wool for each of s'd ten sheep in y Whole amounting to 7 pounds & an half of Wool (and said Solomon giving Credit to said promises) made by s'd Nathll afterwards on y same day of April aforesd at Springfield aforesd delivered to s'd Nathll the same Ten Sheep which said Solomon then there were worth 8 each per y purpose aforesaid to be kept by said Nathll during y Term aforesd and at y Expiration of s'd Term to be returned as aforesd by said Nathll then & there rec'd y same Ten sheep for y purpose aforesd & upon y Conditions aforesd to be kept by him during y Term aforesd & at y Expiration thereof to be returned to said Solomon & also to pay yearly 3/4 of a pound of Wool for each Sheep Nevertheless said Nathll not regarding his several promises made in form aforesd but intending to defraud s'd Solomon in this behalf did not return y same

Sheep to ys said Solomon at ye Expiration of ye Term aforesd which is long since elapsed
Sll Brush vs Gillett
altho ye same Ten Sheep were then living nor has he delivered to said Solomon other Ten
Sheep of equal Value nor has he ever paid to said Solomon ye Wool aforesd or any part thereof
nor any ways fulfilled his said promises or either of them &c And also for that said
Nathaniel afterwards on ye fourth day of April aforesd in Consideration that sd Solomon
had before that Time at ye Request of sd Nathll let to said Nathaniel other Ten Sheep of ys sd
Solomon to be kept by ys sd Nathaniel for ye Term of one year from the then next ensuing
& at ye Expiration of that Term to be returned to said Solomon he ys said Nathll then and
there promised said Solomon in consideration thereof that he would deliver to said
Solomon yearly other ye of a pound of Wool for each of ye same Ten sheep amounting in
the whole to other seven pounds ye half of Wool yearly and also that he would at ye
Expiration of ye same Term return ye same Ten sheep to said Solomon if ye same should
be living if not he ys said Nathll would deliver to said Solomon other ten sheep of equal
Goodness by said Solomon avers that ye last mentioned ten Sheep were worth 8s
each &c as in the Writ — The ptt appears by Jonathan Bliss Gent his Attr by
Deft being three times publickly called makes default of appearance in Court
His therefore considered by ye Court that ys said Solomon recover against ys said
Nathaniel four pounds 13s of lawful mony damages & Cost of Court taxed at
one pound 6s 4d thereof &c — Execn is 26th Sept 1770

Edward Ryckon of Springfield in ye County of Hampshire Esqr ptt vs John Downing of
Ryckon vs Downing
Ware in said County yeoman Deft in a plea of ye Case for that sd John on ye 19th Day of
May 1768 at Springfield aforesd by his note for Value rec promised said Edward to
pay him seven pounds 10s lawful mony on demand with Interest till paid &c as in ye Writ
The ptt appears by Jonathan Bliss Gent his Attr and ye Deft being three times publickly
called makes default of appearance in Court — Therefore it is considered by
the Court that ys said Edward recover against the said John nine pounds 4s 6d
lawful mony damages & Cost of Court taxed at one pound 9s 4d thereof &c
Execn is 9th July 1770

Obed Merrick of Monson in ye County of Hampshire yeoman ptt vs Moses Graves
Merrick vs Graves
of said Monson yeoman Deft in a plea of ye Case for that ys said Moses on ye 20th
day of May 1768 at Monson aforesaid by his note under his hand for Value rec
promised said Obed to pay him or order nine pounds 6s 8d lawful mony in
six months from that Time with Interest therefor till paid And also for that sd Moses
there afterwards on ys same day being indebted to ys said Obed in ye further sum of
nine pounds 6s 8d like mony for so much mony then & there had & rec by ys said
Moses of ys said Obed & to his use he ys said Moses then & there in consideration thereof
promised ys said Obed to pay him ys same sum within six months with Lawful
Interest therefor till paid; Yet ys said Moses tho ys said Term of six months is long
since elapsed & tho often requested hath not paid ye several Sums aforesd nor either
of them nor ye Interest of either of them but he neglects & refuses to do it To ys Damage
of said Obed fifteen pounds — The ptt appears by Jonathan Bliss Gent his Attr &
ye Deft being three times publickly called makes default of appearance in Court
His therefore considered by the Court that ys said Obed recover against ys sd Moses
ten pounds 12s 8d lawful mony damages & Cost of Court taxed at £1 13s 8d thereof &c
The said Moses afterwards comes here by Saml Barnard Gent his Attr and appeals from ye
judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield
within & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing
And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with
Effect as by said recognizance as on file appears

Obed Merrick of Monson in ye County of Hampshire yeoman ptt vs Simon Burroughs
Merrick vs Burroughs
of South Brimfield in said County yeoman Deft in a plea of ye Case for that said
Simon on ye 7th day of April last past at Monson aforesd by his note for Value rec
promised said Obed to pay him or order Two pounds Lawful mony on demand
with Interest till paid And also for that said Simon on ys same day being indebted
to said Obed in another sum of two pounds like mony for so much mony before
that Time rec by said Simon to said Obeds use said Simon in consideration
thereof promised said Obed to pay him ys same on demand with Interest &c as in ye Writ
The ptt appears by Jonathan Bliss Gent his Attr ye Deft being three times publickly
called makes default of appearance in Court His therefore considered
by ye Court that ys said Obed recover against ys said Simon two pounds 6s 8d
lawful mony damages & Cost of Court taxed at one pound 16s and thereof &c
Execn is July 20th 1770 Exd 15th March 1771

Aaron Merrick of Monson in ye County of Hampshire yeoman ptt vs Joseph
Merrick vs Thompson
Thompson of Brimfield in said County Gent Deft in a plea of ye Case for that ys
Joseph on ye 27th day of March 1769 at Springfield aforesd by his note of Value
rec promised ys Aaron to pay him six pounds 6s 8d lawful mony the first
day of June then next following &c as in ye Writ The ptt appears by Jonathan
Bliss Gent his Attr and ye Deft being three times publickly called makes default
of appearance in Court — His therefore considered by ye Court that ys said Aaron
recover against ys said Joseph two pounds 6s 8d lawful mony damages & Cost
of Court taxed at one pound 15s 6d thereof &c — Execn is July 20th 1770

Daniel Lamb of Springfield in ye County of Hampshire yeoman ptt vs Ebenezer
Lamb vs Kilbourn
Kilbourn late of Springfield aforesd yeoman Deft in a plea of the Case for that ys
said Ebenezer on ye Ninth day of Feby 1767 at Springfield aforesd by his note under
his hand for Value rec promised ys said Daniel to pay him Eleven pounds 10s
Lawful mony on demand with Lawful Interest for ys same till paid And also
for that ys said Ebenezer on ye 19th day of April instant at Springfield being
Indebted to ys said Daniel in ye further sum of Six pounds 6s 8d like mony to
ballance Accounts according to the Account annexed to ye Writ he the sd Ebenezer
then and there in Consideration thereof promised ys said Daniel to pay him
the same on demand Yet ys said Ebenezer tho often requested hath not paid ye
several Sums aforesd nor either of them nor ye Interest of ye first mentioned Sum
nor has he any ways fulfilled his several promises or either of them but he
neglects & refuses to do it To ye Damage of ys said Daniel Sixteen pounds
The ptt appears by Jonathan Bliss Gent his Attr and ye Deft being three times publickly
called makes default of appearance here — His therefore considered by ye Court that ys
Daniel recover against ys Ebenezer six pounds 6s 8d lawful mony damages &
Cost of Court taxed at one pound 5s 4d and thereof &c — The[s]

The said Ebenezer afterwards comes here by Moses Bliss esq his attorney and appeals from y judgment of this Court to y Superiour Court of judicature to be holden at Springfield in and for y County of Hampshire on y Fourth Tuesday of September next Ensuing And he recognizes with Sureties as y law directs for his prosecuting y appeal with Effect as by said Recognizance as on file it appears

Daniel Lamb of Springfield in y County of Hampshire yeoman pltf vs Thomas Bates of said Springfield yeoman Deft in a plea of y Case for that y s Thomas on y Seventeenth day of July last past at said Springfield by his note under his hand for Value rec promised y said Daniel to pay him or order fourteen pounds of Lawful mony within three months from that Time with Lawful Interest for y same till paid Yet y said Thomas tho that Time is Elapsed & tho often Requested hath not paid y same Sum nor the Interest of it but he neglects to do it to y Damage of y said Daniel Eighteen pounds
The pltf appears by Jonathan Bliss Gent his att and y Deft being three times publickly called makes default of appearance in Court & It is therefore considered by y Court that y said Daniel recover against y s Thomas fourteen pounds 11s of lawful mony damages Cost of Court taxed at £1,3,5 Thereof
The said Thomas afterwards at this Term comes here by Moses Bliss Esq his Att and appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y Fourth Tuesday of September next Ensuing, And he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by said Recognizance as on file it appears

This Court upon a motion from the Bar agreed to allow upon such Securities as have a certain day set for y payment of y Sums Expressed in them damages Equal to y common rate of Interest viz: 6 p Cent p ann after such Time of payment that is upon those Securities respecting which y motion was made and as all Securities of this Kind stand upon y same Reason with Regard to those damages, all are cust alike at this Term

The foregoing Judgments Appeals &c being made & entred up in Manner aforesaid the said Court was adjourned without Day — Att W. Williams Clerk

5th August Term 1770

Hampshire ss Anno Regni Georgii Tertii Regis magnæ Britanniæ Franciæ & Hiberniæ decimo

At the Inferiour Court of commonpleas holden at Springfield within and for ye County of Hampshire on ye last Tuesday of August being the 28th day of the said month (and de die in diem to the 4th day of September then next) Anno Domini 1770

Present
Israel Williams Esq
Oliver Partridge Esq
Timothy Dwight Junr Esq
Thomas Williams Esq

Jury of Trials
Ebenezer Hitchcock Junr Foreman
Henry Rogers
Nathaniel Wright
Jonathan Ellis
Jacob Noble
Thomas Morley
Ephraim Gibbs
Nathaniel Whitcomb
Joseph Nash
Noah Cooley
John Belknap
John Langdon

de Tal
In ye Case
Ivory vs Cook & Wright
was off^d Nathl
Ely on

Cont^d Actions

Arms vs Kinsdell

William Arms of Deerfield in ye County of Hampshire yeoman pltf vs John Kinsdell of Deerfield aforesaid yeoman Deft in an Action of Debt as heretofore recorded at large and now the parties come here and ye Referees to whom this case was submitted now bring in their Award in these words viz We do award and determine that said John Kinsdell pay to ye said William Arms and that ye said William do recover of ye said John ye Sum of thirty two pounds 19/6 Lawful mony which we determine to be in full Satisfaction of all demands whatever And of all suits, Controversies, Actions & demands whatever relative to ye matters submitted to us by said parties either between ye said John & William or ye said John and Lavis Arms in ye said Rule named relative to ye Burning of ye s^d House of the said John Kinsdell do and shall forever cease & determine & that said William also recover against said John his Costs of Suit to be taxed by the Court It is therefore considered by y^e Court that y^e said William recover against y^e said John thirty two pounds 19/6 of Lawful mony Debt and Cost of Court taxed at £6.7.1 \ there of &c

Ex^r is d^d 21. Decr 1770

Wilde vs Cahs

James Wilde of Colrain in y^e County of Hampshire yeoman pltf vs Jonathan Oaks of Conway in said county yeoman Deft in a plea of the Case as recorded at large at y^e preceeding Terms and now at this Term y^e said James being three times publickly called does not appear but Nonsuit and ye s^d Jonathan Defaulted, and the action dismissed

Fairchild vs Kellogg

Robert Fairchild of New Haven in ye County of New Haven & Colony of Connecticutt yeoman pltf vs Oliver Kellogg Lately of a place called the White plains in ye County of West Chester in ye Colony of New York yeoman Deft in a plea of ye Case as recorded at large ye Last Term — The pltf appears by Simeon Strong esq^r his att^y and y^e Deft being three times publickly called makes Default of appearance in Court It is therefore considered by y^e Court that y^e said Robert recover against y^e s^d Oliver fifteen pounds 14/ of Lawful mony damages & Cost of Court taxed at Seven pounds 14/6 \ there of &c

Taxation is Septr 10th 1770

Day vs Day

Ezekiel Day of Springfield in y^e County of Hampshire yeoman pltf vs Luke Day of said Springfield yeoman Deft in a plea of Trespass as recorded at large the Last Term — The pltf appears by John Worthington esq^r his att^y and y^e said Luke by Joseph Hawley & Jonathan Bliss esquires his attornies comes & defends ye Force & Injury when &c and says he is not guilty thereof in manner & form as ye said Ezekiel had declared against him & thereof puts himself on ye Country &c ye pltf likewise — Thereupon ye Jurors at this time according to ye Form & Effect of the Statutes in this behalf provided returned and Impanelled being demanded likewise come here Who to say the Truth concerning y^e premises being duly sworn declare upon their Oath that they find for y^e pltf four pounds damages & Cost — It is therefore considered by y^e Court that y^e said Ezekiel recover against y^e said Luke four pounds of lawful money damages & Cost of Court taxed at £ \ there of &c

The said Luke by one of his att^ys above named viz Jona^n Bliss esq^r appeals from y^e judgment of this Court to y^e Superiour Court of Judicature to be holden at Springfield in & for y^e County of Hampshire on y^e Fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for his prosecuting of appeal with effect as by said recognizance on file appears

Land vs Taylor

Mary Lamb of Springfield in the County of Hampshire spinster who was the Wife of Samuel Lamb late of Springfield aforesaid yeoman Dec^d pltf vs Samuel Taylor Junr of said Springfield yeoman Deft in an Action of Dower as recorded at large the Last Term — The pltf appears by Justin Ely Gent her att^y the Deft being three times publickly called makes Default of appearance in Court It is therefore considered by y^e Court that y^e said Mary recover against y^e s^d Samuel her dower in y^e Messuage & Tenements described in y^e Writ and Cost of Court taxes at one pound 16/6 \ there of &c

Taxation is d^o 10th Septr 1770

Mary Lamb of Springfield in y County of Hampshire Spinster who was y Wife 575
of Samuel Lamb Senr late of said Springfield yeoman Decd pltf vs Thomas Taylor Lamb
of Springfield aforesd yeoman Deft in an action of Dower as at large on vs
record of last Term — And now at this Term y pltf appears by Justin Ely Gent Taylor
her attr and y said John Ely yeoman & said Justin Ely come into court upon
Summons made them in y County y last Term & defend their right &c and
freely warrant to y said Thomas the said demanded premises against
y Demand of the said Demandant — And y said Mary y Demandt demands
against y said John & Justin Tenants by their Warranty her reasonable
dower which happens to her of said 13 Acres & 130 Rods of Land before described
which was in y Seisin & possession of her said Husband Saml Lamb Decd &
whereof he was seised in his Demesne as of Fee during y Coverture and
whereof she hath nothing & she y said Mary complains that y said John &
Justin Tenants by their Warranty as aforesd have deforced her thereof &c
The said Justin & John being three times publickly called make default
of appearance in Court — It is therefore considered by y Court that y said
Mary recover against y said John & Justin her dower of y demanded premises
and Cost of Court taxed at one pound 17 s 10 d thereof &c — Exon is 20th Sept r 1770

Mary Lamb of Springfield in y County of Hampshire spinster who was y Idem
Wife of Saml Lamb late of said Springfield yeoman Decd pltf vs Thomas Ely vs
yeoman & Simeon Ely yeoman both of said Springfield Defts in a plea of Dower Ely &c
as recorded at large y last Term — The pltf appears by Justin Ely Gent his attr
& y Defts being three times publickly called make default of appearance in Court
This therefore considered by y Court that y said Mary recover against y said Thomas &
Simeon her Dower of y premises demanded in y Writ &c and Cost of Court taxed
at one pound 17 s 10 d thereof &c — Exon is 20th Sept r 1770

Mary Lamb of Springfield in y County of Hampshire Spinster who was y Mary
Wife of Saml Lamb Senr late of said Springfield yeoman Decd pltf vs Jonathan Lamb
Miller of Springfield aforesd yeoman Deft in an Action of Dower as recorded at vs
large the Last Term — The pltf at this Time appears by Justin Ely Gent her pltf Miller
And Ebenezer Morgan of said Springfield comes into Court upon Summons made
him in y County & freely warrants to y said Jonathan Miller y said demanded
premises against y said demand & y said demandant & it y further Warranty
thereof against y said Demand of y said demandant vouches John Morgan Junr &
Benjamin Stebbins Junr both of Springfield aforesd whose deed of Bargain & Sale with
warranty of y same demanded premises he has and prays they may be Summoned
accordingly — And the aforesaid John Morgan Junr & Benja Stebbins Junr now at
this Term by Moses Bliss esqr their attr come into Court upon summons made them
in y County & defend their right &c and freely warrant to y aforesd Ebenezer Morgan
Junr by his warranty y aforesd demanded Premises against y Demand of y said
Demandant — And y said Mary y Demandant by her aforesd attr demands agt
y said John and Benjamin Tenants by their Warranty &c her reasonable dower which
happens to her of said 11 Acres of Land before described which was in y Seisin and
possession of her said Husband Saml Lamb dec'd whereof he was seized in his demesne
as of Fee during y Coverture whereof she hath nothing and she y said Mary com
plains that y said John & Benjamin Tenants by their Warranty aforesd have deforced her
thereof &c — The said John and Benjamin being three Times publickly called make
default of appearance in Court — It is therefore considered by y Court that y said
Mary recover against y said John and Benja her Dower of y demanded premises &
Cost of Court taxed at one pound 17 s 10 d thereof &c — Exon is 20th Sept r 1770

Entries at this Term

Isaac Davis of Greenwich in y County of Hampshire yeoman pltf vs Timothy Kinds of Davis
said Greenwich yeoman Deft in a plea of Trespass wherein y said Isaac complains vs
that said Timothy at said Greenwich on y 11th day of March last past with force Kinds
Arms an Assault made on y Body of said Isaac & he being then & there in y Peace
of God & our peace & him beat, wounded and evilly Intreated so that thereby he
was long unable to follow his lawful Business & his life was brought into danger
& many other wrongs and Injuries against said Isaac y said Timothy then & &
there did contrary to Law & against y peace & to y Damage of said Isaac fifty pounds
The parties now come here in their proper persons & refer this Case & all other demands
subsisting between them to y final determination & award of Messrs Joseph Root of
Montague & John Cleary of Sunderland & Joseph Washburn of New Braintree or any
two of them Arbitrators mutually Elected and named by y said parties & to be made
upon y premises & returned into this Court as soon as may be and y same Submission
is a rule of this Court by said parties have a Day &c

Elijah Wells of Conway in y County of Hampshire yeoman pltf vs Chileab Smith Wells
Esqr of Ashfield in said County yeoman Deft in a plea of Trespass for that y said Chileab vs
at said Ashfield on y 11th day of July last past and at divers days & Times Smith
between said 11th day of July & this day y said Elijah's Close in Ashfield aforesaid called
the said Elijah's 20 Acres which he bought of y Proprietors of Ashfield being part of the
House Lot No 27 first division bounded North & South by y End Lines of y same Lott
West by y West Line of y same Lott & from said West Line Extending East so far in
Breadth as to make y Quantity of twenty acres with Force and Arms broke & Entred
and y said Elijah's Grass there Lately Growing to y Value of Eight pounds with
Force and Arms cut down & Carried away contrary to Law and against our
peace & to y Damage of y said Elijah nine pounds
The parties come here and move that y Case may be continued until y next
Term and it is granted them and the said parties have a day in this Court here
until the second Tuesday of July next Ensuing

Gill
Cooley
vs
Lathrop
No 3

Gideon Cooley late of Greenwich in y County of Hampshire yeoman pltf vs John Lathrop late of said Greenwich yeoman Deft in a plea of the Case for that ye said John at said Greenwich on y 16th Day of Jany last past by his note of that date for Value rec promise y said Gideon to pay him or his order y Value of 40/ lawful money to be paid in neat Cattle at y many price to be delivered at y Dwelling House of Benjamin Cooleys in Greenwich aforesd by y first day of April then next with Interest &c as by y Pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance here — & his therefore considered by y Court that the said Gideon recover against y said Chilcut two pounds 3/ 0d ½ lawful money damages cost of Court taxed at two pounds 2/ 8 thereof &c — Exd 29 Sept 1770

Porter
vs
Edson
No 4

Elisha Porter of Hadley in y County of Hampshire Esq pltf vs Jonathan Edson of Ashfield in said County yeoman Deft in a plea of y Case for that ye said Jonathan at Hadley on y first day of Jany last past being justly indebted to ye Plaintiff in y sum of [illegible] pounds 5/ lawful money to balance Book Act according to y Act annexed to y Writ said Jonathan in Consideration thereof promised y Plaintiff to pay him y same Sum on demand &c as in the Writ — & The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — & It is therefore considered by y Court that y said Plaintiff recover against y said Jonathan two pounds 7/ 6 lawful money damages and Cost of Court taxed at two pounds 1/6 thereof &c Exd 29 Sept 1770

Powers
vs
Rude
No 5

Ephraim Powers of Number five and in that part thereof belonging to Hampshire yeoman pltf vs Andrew Rude of y said Number five and that part belonging to y County aforesaid yeoman Deft in a plea of y Case for that said Andrew at said Number five on y 12th day of Decr 1760 by his note of that date for Value rec promised said Ephraim to pay him twelve pounds lawful money by y first day of May then next with Interest till paid; And also for that said Andrew at same Number five on y same day of Decr by his other note of y same date for Value rec promised said Ephraim to pay him one pound 17/ lawful money by y first day of May then next with interest till paid; And also for that y same Andrew at Northampton on y first day of July Instant being Indebted to said Ephraim in one other sum of eight pounds 5/ lawful money for sundry Articles of Acct according to y Act annexed to y Writ said Andrew in Consideration thereof promised said Ephraim to pay him y same on demand &c as in the Writ — The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — & His therefore considered by y Court that y said Ephraim recover against y said Andrew twenty three pounds 4/ lawful money damages cost of Court taxed at two pounds 7/ 6 thereof &c Excon is 22 Oct 1770

Williams
vs
Nichols
No 6

John Chester Williams of Hadley in y County of Hampshire Gentn pltf vs James Nichols of Brookfield in y County of Worcester yeoman Deft in a plea of y Case for that ye said James at [illegible] aforesd on y second day of Decr last past by his note of that date for Value rec promised said John to deliver him eighty Gallons of Good West India Rum by y first day of June to be delivered at Middletown aforesd with Interest after y said first day of June till paid &c as in the Writ — & The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance here — & Therefore it is considered by y Court that y said John Chester recover against y said James Ten pounds 16/ lawful money damages cost of Court taxed at one pound 19/ thereof &c Exd in 19th Decr 1770

Warner
vs
Sprague
No 7

Jonathan Warner of Hadley in y County of Hampshire Trader pltf vs Theodore Sprague of Williamsburg in y County of Berkshire yeoman Deft in a plea of y Case for that said Theodore at said Hadley on y first day of August last past being indebted to ye Said Jonathan in y Sum of 11/ lawful money for sundry Articles of Book Act according to y Act annexed to y Writ said Theodore in consideration thereof promised said Jonathan to pay him y same on demand; And also for that ye said Theodore at said Hadley on y fifth day of Jany last by his note of that date for Value rec promised said Jonathan to pay him two pounds 10/ lawful money on demand with Interest &c as by y Writ The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — & His therefore considered by y Court that y said Jonathan recover against y said Theodore three pounds 6/ lawful money damages cost of Court taxed at two pounds 2/ 8 thereof &c Exd in 22 Sept 1770

Ward
vs
Ward
No 8

Jonathan Warner of Hadley in y County of Hampshire Trader pltf vs Moses Scott late of Bernardston in said County yeoman Deft in a plea of y Case for that said Moses at Hadley on y first day of July current being indebted to said Jonathan in y sum of two pounds 15/ 2d lawful money to balance Acct according to y Act annexed to y Writ said Moses in consideration thereof promised said Jonathan to pay him the same on demand &c as in y Writ — & The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance here — & His therefore considered by y Court that y said Jonathan recover against y said Moses two pounds 15/ 2d lawful money damages cost of Court taxed at two pounds 0/ 10 thereof &c Exd in 22 Sept 1770

Warner
vs
Skinner
No 9

Jonathan Warner of Hadley in y County of Hampshire Trader pltf vs Joseph Skinner of Greenwich in said County yeoman Deft in a plea of y Case for that said Joseph at Hadley on y first day of July current being indebted to ye Jonathan in y Sum of two pounds 8/ 10 lawful money for sundry Articles of Book Act according to y Act annexed to y Writ ye said Joseph in Consideration thereof promised ye Jonathan to pay him the same on demand &c as in y Writ — & The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance here — & His therefore considered by y Court that y said Jonathan recover against ye said Joseph two pounds 8/ 10 lawful money damages cost of Court taxed at [illegible] 10 thereof &c Exd in 22 Sept 1770

Ware
vs
Ware
No 10

Jonathan Warner of Hadley in y County of Hampshire Trader pltf vs Ralph Ware of said Hadley Labourer Deft in a plea of y Case for that said Ralph at ye said Hadley on y 24th Day of April 1765 by his note of y date for Value rec promised ye Jonathan to pay him two pounds 12/ on demand with Interest — And also for that said Ralph at said Hadley on y 14th Day of April 1765 by his other note of y same date for Value rec promised said Jonathan to pay him three pounds 19/ 2 lawful money on demand with Interest &c as in y Writ — The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — & His therefore considered by y Court that y said Jonathan recover against y said Ralph six pounds 16/ 2d lawful money damages cost of Court taxed at one pound 17/ 8 thereof &c Exd in 22 Sept 1770

James Meacham of Hadley in y County of Hampshire yeoman pltf vs Theodore Sprague of Williamsburg in y County of Berkshire yeoman Deft in aplea of y Case for that said Theodore at said hadley on y 23d day of May 1769 by his note of that date for Value Recd promised said James to pay him fifteen pounds lawful mony on or before y 23d day of Nov next then next with Interest till paid &c as in the Writ. The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that said James recover against said Theodore Sixteen pounds 3/1 of lawful mony damages Cost of Court taxed at two pounds 4/4 Thereof &c — Execn 22d Sept 1770

Meacham vs Sprague 11

Simeon Morton of Hatfield in the County of Hampshire yeoman pltf vs Asaph Chilson late of Conway in y county afores yeoman Deft in aplea of the Case for that said Asaph at said Hatfield on y 15th Day of Sept last past by his note of that date for Value Recd promised said Simeon to pay him Sixteen pounds 13/4 lawful mony on demand with Interest &c as in y Writ — The pltf appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Simeon recover against said Asaph Seventeen pounds 12/4 of lawful money damages Cost of Court taxed at two pounds 2/0 Thereof &c

Morton vs Chilson 12

Aaron Graves of Palmer in y County of Hampshire yeoman pltf vs Isaac Colton of said Palmer Gent Deft in aplea of y Case for that said Isaac at said Palmer the first day of July last past was indebted to said Aaron in y Sum of forty pounds 13/10d by Book Debt for divers Wares &c for a yoke of Oxen sold by said Aaron to Isaac for Boarding s Isaac 200 Weeks for pasturing & feeding s Isaacs Horses & for monies lent by said Aaron to said Isaac in consideration thereof s Isaac promised s Aaron to pay him y same on demand &c And also for that s Aaron had before y same first day of July aforesd boarded & entertained said Isaac other 200 Weeks in Consideration thereof said Isaac promised said Aaron to pay him therefor on demand so much mony as he deserved to have of s Aaron in fact says he deserved to have y sum of forty five pounds lawful mony whereof said Isaac had notice; And also for that s Isaac at s Palmer on y first day of July last was justly indebted to s Aaron in y Sum of Seven pounds 10/ for one other yoke of Oxen in Consideration thereof s Isaac promised said Aaron to pay him y same on demand &c as in y Writ — The pltf being three times publickly called ~~to come into~~ Court is Non suit by Deft likewise defaulted of action dismissed

Graves vs Colton 13

Josiah Henry of South Hadley in y County of Hampshire yeoman pltf vs Elisha Hedge of Warwick in y County of Worcester yeoman Deft in aplea of y Case for that s Elisha at said South Hadley on y fourth day of Decemb 1769 by his note for Value Recd promised said Josiah to pay him or his order six pounds 13/6 lawful money on or before the first day of May then next with Interest till paid; Also for that s Elisha at said Springfield on y same day of Decr aforesd by his other note for Value Recd promised said Josiah to pay him Sixteen pounds 15/ lawful mony by the fourth day of March then next with Interest &c as in y Writ — The pltf appears by Simeon Strong Esqr his attr And Paul Mandell Deputy Sheriff in y County of Worcester brings into this Court the said Elisha and the said Josiah by his attr aforesd moves that y said Elisha may be taken into Custody of y Sheriff of this County by order of this Honble Court & the court having considered of y motion are of opinion that said Elisha ought not to be taken into Custody on this motion for that y Sheriff of Worcester had no Authority to bring y Deft into this Court by y precept of the Writ notwithstanding y said Josiah then moves further that y said Elisha being personally here may be taken into Custody & committed to his majestys Goal according to Law that his body may be taken in Execn The Court having considered y last motion are of opinion that the Deft ought not to be taken into Custody And now said Elisha being three times publickly called makes default of appearance here It is therefore considered by y Court that said Josiah recover against y said Elisha twenty four pounds 9/7 of lawful money damages Cost of Court taxed at one pound 16/10 Thereof &c — Execn 25 Sept 1770

Henry vs Hedge 14

Simon Cooley of Sunderland in y County of Hampshire yeoman pltf vs Ebenezer Prescott of Paxton in y County of Worcester yeoman Deft in aplea of the Case for that said Ebenezer at Sunderland aforesd on y first day of July 1769 by his note for Value Recd promised s Simon to pay him fourteen pounds 1/2 lawful mony on demand with interest till paid &c as in y Writ The pltf appears by William Billings Gent his attr & y Deft being three times publickly called makes default of appearance here It is therefore considered by y Court that said Simon recover against said Ebenezer fifteen pounds 17/9 of lawful mony damages Cost of Court taxed at two pounds 3/0 and Thereof &c

Execn 27th Aug 1770

Cooley vs Prescott 15

Timothy Lewis of Ashfield in y County of Hampshire Husbandman pltf vs Isaac Shepard of Ashfield aforesd husbandman Deft in aplea of y Case for that said Isaac at Ashfield aforesd on y last day of July last was indebted to said Timo in y Sum of three pounds lawful mony for Work done by said Timothy for said Isaac at the special Instance & Request according to y Act annexed to y Writ said Isaac in consideration thereof promised said Timothy to pay y same soon when he should be requested &c as in y Writ — The pltf appears by William Billings Gent his attr and y Deft being three times publickly called makes default of appearance in Court Therefore the said Timo recover against s Isaac three pounds 12/ of lawful mony damages Cost of Court taxed at two pounds 7/10 Thereof &c

Lewis vs Shepard 16

Moses Clark of Sunderland in y County of Hampshire yeoman pltf vs Joseph Mitchel of Westfield in s County yeoman Deft in aplea of y Case for that said Joseph at Sunderland aforesd on y eighth day of Augt 1766 by his note for Value Recd promised s Moses to pay him 32/8 lawful mony by y first day of Octo then next with Interest Also for that s Joseph on y same day & year aforesd at Sunderland aforesd by his other note for Value Recd promised s Moses to pay him 38/ by y first day of Octo then next with Interest &c as in y Writ The pltf appears by William Billings Gent his attr & y Deft being three times publickly called makes default of appearance here It is therefore considered by y Court that y said Moses recover against said Joseph three pounds 16/12 lawful mony damages Cost of Court taxed at two pounds 3/2 Thereof &c

Execn 24th Sept 1770

Clark vs Mitchel 17

Billing vs Rider

18 Fellows Billing of Sunderland in y County of Hampshire Gent pltf vs Mary at
Shelburne in said County Widow Deft in a plea of the Case for that said Mary at
said Sunderland on y Ninth day of August 1768 by her note for Value rec promised
said Fellows to pay him Seven pounds 9/0 lawful money on demand with
Interest &c as in y Writ — The pltf appears by William Billing Gent his attr
& y Deft being three times publickly called makes default of appearance here
It is therefore considered by y Court that y said Fellows recover against y d
Mary Eight pounds 7/2 of lawful mony damages Cost of Court taxed at
two pounds 3/2 & thereof &c — Execon is 24th Sept 1770

Idem vs Phillips

19 Fellows Billings of Sunderland in y County of Hampshire Gent pltf vs Thomas Phillips
of Ashfield in said County yeoman Deft in a plea of y Case for that s d Thomas
at said Sunderland on y 28th day of Sept 1770 by his note of that date for Value
rec promised said Fellows to pay him or his order four pounds 7/ lawful mony
on demand with Interest &c as in y Writ — The pltf appears by William Billing
Gent his attr and y Deft being three times publickly called makes default of
appearance here — It is therefore considered by y Court that y said Fellows
recover against y said Thomas four pounds 10/2 of lawful mony damages
Cost of Court taxed at two pounds 2/0 & thereof &c — Execon is 21st Sept 1770

Idem vs Wells

20 Fellows Billings of Sunderland in y County of Hampshire Gent pltf vs Noah
Wells of Hatfield in said County husbandman Deft in a plea of the Case for
that said Noah at Sunderland afores on y Tenth day of June current owed
y said Fellows two pounds 12/7 lawful mony for sundry Articles of Book Acct
according to y d Acct annexed to y Writ in Consideration thereof said Noah
promised s d Fellows to pay him y same when he should be requested &c as in y Writ
The pltf appears by Will m Billings Gent his attr & y Deft being three times publickly
called makes default of appearance here — It is therefore considered by y Court
that y said Fellows recover against y d Noah two pounds 12/7 of lawful mony
damages Cost of Court taxed at two pounds 1/0 & thereof &c — Execon is 24th Sept 1770

Alvord vs White

21 Elisha Alvord of Northampton in y County of Hampshire Shopkeeper pltf vs Jacob White
late of Southampton in said County now resident at Pittsfield in y County of
Berkshire Blacksmith Deft in a plea of the Case for that said Jacob at Springfield
on y 28th Day of Oct last past by his note of that date for Value rec promised s d
Elisha to pay him or his order five pounds 1/9 on demand with Interest &c as in y Writ
The pltf appears by Daniel Hitchcock Gent his attr & y Deft being three times publickly
called makes default of appearance here — It is therefore considered by y Court
that y said Elisha recover against y d Jacob five pounds 6/9 of Lawful mony damages
Cost of Court taxed at two pounds 6/ & thereof &c — Execon is 13th Sept 1770

Lock vs Corse

22 Joseph Lock of Shutesbury in y County of Hampshire yeoman pltf vs Gad Corse of
Shelburne in said County yeoman Deft in a plea of y Case for that said Gad at
Springfield on y 24th Day of March last past by his note of that date for Value rec
promised said Joseph to pay him or his order three pounds 17/4 on demand with
Interest &c as in y Writ — The pltf appears by Daniel Hitchcock Gent his attr & y
Deft being three times publickly called makes default & appearance in Court
His therefore considered by y Court that y said Joseph recover against y said
Gad three pounds 19/6 of Lawful mony damages Cost of Court taxed at two pounds 4/6
~~this~~ & thereof &c — Execon is 22 Nov 1770

Burt vs Wheeler

24 Ephraim Burr of Easton in y County of Bristol yeoman pltf vs Ephraim Wheeler of
Worthington in y County of Hampshire yeoman Deft in a plea of y Case for that s d
Wheeler at said Springfield on y 20th day of Feb y last past by his note of that date
for Value rec promised said Burr to pay him Ten pounds & on demand with
Interest till paid; Also for that said Wheeler at said Springfield on y same 20th day
of Feb y last by his other note of that date for Value rec promised said Burr to
pay him four pounds on demand with Interest till paid &c as in y Writ
The pltf appears by Daniel Hitchcock Gent his attr and y Deft being three times
publickly called makes default of appearance here — It is therefore considered
by y Court that y said Burr recover against y said Wheeler fourteen pounds 17 3/2 of
Lawful mony damages Cost of Court taxed at three pounds 1/2 & thereof &c
Execon is 22 Nov 1770

Dwight Esq vs Mitchel

25 Timothy Dwight Esq of Northampton in y County of Hampshire Justice pltf vs
Joseph Mitchel of Ashfield in said County yeoman Deft in a plea of y Case for that
said Joseph at said Northampton on y 15th day of Decem 1768 by his note of
that date for Value rec promised said Jos to pay him Seventeen pounds 12/5 Lawful
money on demand with Interest till paid &c as in y Writ — The pltf appears
by Daniel Hitchcock Gent his attr and y Deft being three times publickly
called makes default of appearance here — It is therefore considered by y
Court that y said Timothy recover against said Joseph Nineteen pounds 9/6 of
Lawful mony damages Cost of Court taxed at two pounds 7 and thereof &c
Taxed is 18th Sept 1770

Dwight Esq vs Olcott &c

26 Timothy Dwight Esq of Northampton in y County of Hampshire Esq pltf vs Jonathan
Olcott yeoman & Richard Phillips yeoman both of Ashfield in y County aforesd Defts
in a plea of y Case for that said Jonathan & Richard at said Northampton on y
30th Day of April last past by their note for Value rec promised said Tim o to pay
him Eighteen pounds 7/ Lawful mony on or before y first day of May then next
with Interest till paid &c as in y Writ — The pltf appears by Daniel Hitchcock
Gent his attr and y Defts being three times publickly called make default of appearance &c
His therefore considered by y Court that y said Timothy recover against y d Jonathan
& Richard Eighteen pounds 7/ of Lawful mony damages Cost of Court taxed at two
pounds 1/6 And thereof &c — Execon is 18th Sept 1770

Hadlock vs Hayden

27 Josiah Hadlock of Hatfield in the County of Hampshire yeoman pltf vs Josiah Hayden
of said Hatfield yeoman Deft in a plea that said Hayden render to said Hadlock twenty
pounds Lawful money which to said Hadlock he owes and from him detains &
whereon said Hadlock says that said Hayden at said Hatfield on y fourteenth
day of May in y tenth year of our Reign ~~—~~ by his Bond of that Date bound

himself to ye said Hadlock in the Sum of Twenty pounds Lawful money to
be paid to said Hadlock on demand &c as in the Writ — The plt appears by
Daniel Hitchcock Gent his attr and ye Deft being three times publickly called
makes default of appearance in Court — It is therefore considered by ye Court
that ye said Hadlock recover against ye said Hayden two pounds 19/ of Lawful money
Debt and Cost of Court taxed at one pound 19/2 & there of &c — Execon is 20th Nov 1770

Hadlock
vt
Hayden
19

Herman Brimmer of Boston in ye County of Suffolk Merchant plt vs John Will of
Granby in ye County of Hampshire Gentn Deft in a plea of Case for that said
John at Springfield aforesaid on ye 17th Day of Jany 1765 by his note of that date for
Value Rec promised one Ralph Inman to pay him or his order two pounds 16/ Lawful
mony on demand and afterwards on ye same day of Jany at Springfield aforesd
said Ralph by his Indorsment ordered ye contents of said note then wholly due
to be paid to said Herman of which said John Instantly had notice & in Consideration
thereof said John promised said Herman to pay him ye same on demand, Also
for that said John at Springfield aforesd on ye 20th day of Nov 1764 by his other
note of that date for Value Rec promised said Herman to pay him or his order
three pounds 0/0 Lawful mony on demand &c as in ye Writ — The plt appears
by Joshua Upham Gent his attr and ye Deft being three times publickly called
makes default of appearance in Court — It is therefore considered by ye Court
that ye said Herman recover against ye said John Six pounds 3/0 of Lawful mony damages
and Cost of Court taxed at two pounds 16/0 & thereof &c — Execon is 15th Nov 1770

Brimmer
vt
Will
20

David Pratt of Ware in ye County of Hampshire Yeoman plt vs Oliver Gaylord of
South Hadley in ye County aforesd yeoman Deft in a plea of the Case for that said Oliver
at Springfield on ye 26th day of Jany last by his note of that date for Value Rec
promised said David to pay him Eight pounds Lawful mony within four months
with Interest from ye Expiration of four Months if not paid till paid &c as in ye Writ
The plt appears by Joshua Upham Gent his attr and ye Deft being three times
publickly called makes default of appearance here — It is therefore considered
by ye Court that ye said David recover against ye said Oliver Eight pounds 16/0 of
Lawful mony damages & Cost of Court taxed at one pound 12/10 & thereof &c
Execon is 20th Sept 1770

Pratt
vt
Gaylord
29

Isaac Fellows of Woodstock in ye County of Worcester yeoman plt vs Nehemiah Smith of
Greenwich in ye County of Hampshire yeoman Deft in a plea of the Case for that said
Nehemiah at Springfield on ye first day of May 1767 by his note of that date for Value
Rec promised Isaac to pay him or his order four pounds 11/1 Lawful mony on demand
with Interest till paid &c as in ye Writ — The plt appears by Joshua Upham Gentn
his attr & Deft being three times publickly called makes default of appearance here
It is therefore considered by ye Court that ye said Isaac recover against ye sd Nehemiah
five pounds 12/9½ of Lawful mony damages & Cost of Court taxed at two pounds
3/4 & thereof he may have his Execon
Execon is 20th March 1771

Fellows
vt
Smith
30

Jonathan Edson of Ashfield in ye County of Hampshire Yeoman plt vs Abel Merriman
of Conway in ye said County Yeoman Deft in a plea of the Case for that ye sd Abel at
Springfield on ye 27th day of April last past by his promissory note in writing
under his hand of that date for Value Rec promised ye said Jont to pay him ye Sum
of three pounds Lawful money on demand with Interest Meaning Lawful Interest
for ye same till paid Yet ye said Abel tho often requested hath never paid said Sum
or any Interest thereof but unjustly neglects it to ye Damage of ye sd Jona five pounds
The plt appears by Samuel Barnard Gent his attr and ye Deft being three times publickly
called makes default of appearance here — It is therefore considered by ye Court that
ye said Jonathan recover against ye sd Abel three pounds 12/4 of Lawful mony damages
and Cost of Court taxed at two pounds 8/10 and thereof &c
The said Abel afterwards at this Term comes here by William Billings Gent his attr and
appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be
holden at Springfield in & for ye County of Hampshire on ye forth Tuesday of Sept
next and he recognizes with Sureties as ye Law directs for his prosecuting ye Appeal
with Effect as by said Recognizance as on file it appears

Edson
vt
Merriman
31

Daniel Jones of Hinsdale in ye County of Hampshire Esq plt vs Ebenezer Train of
Greenwich in ye County of Hampshire yeoman Deft in a plea of Case for ye sd
Ebenezer at Springfield on ye 31st day of August 1768 by his note for Value Rec
promised said Daniel to pay him or order two pounds 6/8 Lawful mony on demand
with Interest till paid &c as in ye Writ — The plt appears in his proper person
& Deft being three times publickly called makes default of appearance here
It is therefore considered by ye Court that ye said Daniel recover against the said
Ebenezer two pounds 15/4½ of Lawful mony damages & Cost of Court taxed at two
pounds 0/0 & thereof &c
Execon is 9th Oct 1770

Jones Esq
vt
Train
32

Oliver Lovell of Rockingham in ye County of Cumberland & Province of New York Gent plt vs
Solomon Phelps of Hadley in ye County of Hampshire Gentn Deft in a plea of ye Case for
that said Solomon at Springfield on ye 9th Day of Augt 1769 by his note for Value Rec
promised said Oliver to pay him or his order five pounds 15/0 Lawful mony within two
months with Use And also for that said Solomon at Springfield aforesd on ye last
day of June last was indebted to ye said Oliver one pound 7/ Lawful money on Book
according to ye Acct annexed to ye Writ said Phelps in consideration thereof promised
said Lovell to pay him ye same on demand &c as in the Writ — The plt appears
by Daniel Jones Esq his attr and ye Deft being three times publickly called makes
default of appearance here — It is therefore considered by ye Court that ye said Oliver
recover against ye said Solomon four pounds 17/11 of Lawful mony damages & Cost of
Court taxed at two pounds 16/0 & thereof &c
Execon is 9th Oct 1770

Lovell
vt
Phelps
33

David Field of Deerfield in ye County of Hampshire Gent plt vs Jonath Thayer & Peter
Thompson both of Charlemont in said County yeomen Deft in a plea of Case for that ye sd
Jonathan & Peter at Springfield aforesd on ye 26th day of Jany 1770 by their note of
that date for Value Rec promised ye said David to pay him or order six pounds 13/2
Lawful mony on demand with Interest till paid &c as in ye Writ
The plt appears by Samuel Field Gent his attr and ye Deft being three times
publickly called makes default of appearance in Court — Therefore it is con
sidered by ye Court that ye said David recover against ye sd Jonathan & Peter six
pounds 13/2 of Lawful money damages & Cost of Court taxed at two
pounds 6/8 & thereof &c

Field
vt
Thayer &
34

520

Dickinson
vs
Sharp

Nathaniel Dickinson of Deerfield in y County of Hampshire yeoman pltf vs Caleb Sharp of Conway in said County Housewright Deft in a plea of y Case for that s Caleb at said Deerfield on y first day of Octo 1765 by his note of that date for Value recd promised said Nathaniel to pay him or his order twenty pounds on demand with Interest for y same till paid &c as in the Writ The pltf appears by Samuel Field Gent his attr and y Deft being three times publickly called makes default of appearance here — This therefore considered by y Court that y said Nathl recover against y said Caleb fourteen pounds 0/7 of lawful money damages Cost of Court taxed at two pounds 1/4 Whereof &c

Exon issued 29th Oct 1770

35

Whitney
vs
Chilson

David Whitney of Conway in y County of Hampshire yeoman pltf vs Asaph Chilson of Conway aforesd yeoman Deft in a plea of y Case for that said Asaph of Conway on y Eleventh day of Feby last past by his note of that date for Value recd promised said David to pay him or his order twelve pounds 13/3 on demand with Interest &c The pltf appears by Samuel Field Gent his attr and y Deft being three times publickly called makes default of appearance here — This therefore considered by y Court that y said David recover against said Asaph Thirteen pounds 1/9 of lawful money damages & Cost of Court taxed at two pounds 2/0 are & thereof &c

Exon issued 29th Oct 1770

36

Holton
vs
Pratt &c

Israel Holton of Worthington in y County of Hampshire husbandman pltf vs John Pratt yeoman & Hezekiah Hooper Blacksmith both of Bridgewater in y County of Plymouth Defts in a plea of Trespass on y Case whereof said Israel complains y said John & Hezekiah on y 19th day of March last at Springfield made their certain promissory Note bearing date y 19th day of March last and by y same note promised to pay unto one Ephraim Allen or order Eighty four pounds 7/0 with three months with Interest till paid — The whole contents of s note being unpaid said Ephraim afterwards on y 19th day of July inst at Springfield aforesd indorsed y Note and by that Indorsment ordered y Contents of said note to be paid to said Israel whereof y said John had notice and by reason thereof became liable to pay to pltf y whole contents of s Note according to y Tenor thereof in consideration & y premises to s Israel promised to pay him y contents of said note on demand &c as in y Writ The pltf appears by Joseph Hawley esqr his attr and y Deft being three times publickly called make default of appearance in Court — This therefore considered by y Court that y said Israel recover against y said John & Hezekiah Eighty six pounds 8/8 of lawful money damages Cost of Court taxed at two pounds 0/0 Whereof &c

Exon issued Jany 2. 1771

39

Wait
vs
Winship

David Wait of Hatfield in y County of Hampshire yeoman pltf vs Ebenezer Winship of Cambridge in y County of Middlesex Gent Deft in a plea of y Case for that said Ebenezer on y 28th day of April last by his note for Value recd promised said David to pay him or his order thirteen pounds 0/0 lawful money on demand with Interest till paid &c as in y Writ — The pltf appears by Joseph Hawley Esqr his attr and y Deft being three times publickly called does not appear His therefore considered by y Court that y said David recover against y said Ebenezer thirteen pounds 0/0 of lawful money damages Cost of Court taxed at two pounds 0/0 Whereof &c

Exon issued 22d Oct 1770

40

Ewing Junr
vs
Cook

John Ewing Junior of Boston in y County of Suffolk Esqr pltf vs Samuel Cook of Shelburne in y County of Hampshire Gentn Deft in a plea of Trespass on y Case for that whereas y said Samuel on y 14th day of August last past at Springfield aforesd by his note for Value recd promised said John to pay him five pounds 0/0 lawful money on demand with lawful Interest thereof from y 24th day of June 1769 till paid &c as in y Writ — The pltf appears by Joseph Hawley Esqr his attr & Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y said John recover against y said Samuel five pounds 0/0 3/4 of lawful money damages, and Cost of Court taxed at three pounds 0/0 Whereof &c

Exon issued Decr 16th 1770

41

Ivory &c
vs
Cook &c

Samuel Judd yeoman Silas Brown yeoman of Northampton in y County of Hampshire Obadiah Ivory, Ebenezer French, Abner Pomeroy, Selah Clarke, Asher Loomis & Samuel Danks all of Southampton in y County aforesd yeomen pltfs vs Elisha Cook Gentn, Hezekiah Hubbard yeoman both of Hadley in y said County Defts in a plea of Action wherein the said Judd, Brown, Ivory, French, Pomeroy, Clarke, Loomis & Danks complain of y said Cook & Hubbard for this that they on y 14th day of May last & at diverse days and Times between y 14th day of May last and y first day of June then next following with force and arms in y several fishery & y pltfs in y great River called Connecticutt River in our said County of Hampshire in a part of y s River Northwestward of a place called Hocanum meadow in Hadley aforesd and y fish & them y pltfs from their fishery aforesd to wit 300 Shad & 150 Salmon of value of ten pounds then and at y several times aforesaid there found inclosed & confined in y said fishery in & by y Net of y pltfs so that they y pltfs of their immediate power & dispesion of y pltfs did take and carry away and other Wrongs and outrages on y pltfs did then & there commit against our peace &c to y Damage of y pltfs fifteen pounds, And also for this that y said Cook and Hubbard afterwards on y said 14th day of May aforesd & at diverse other days & Times between y said 14th day of May & y first day of June aforesd with force and arms y pltfs broke into y said fishery & y pltfs Several fishery without y Licence & y pltfs & their own wrong and without any lawful authority maliciously & injuriously entered and y said Several fishery of y pltfs occupied and therefrom held out y pltfs & obstructed and wholly prevented y pltfs from fishing in their Several fishery aforesd and other 300 Shad & 150 other Salmon then and there took and other outrages on y pltfs then & there committed against our peace and to y Damage of y pltfs ten pounds, And also for this that y said Cook & Hubbard afterwards on y said 14th day of May aforesaid & at diverse other days & Times between y said 14th day of May & y first day of June with force and arms y aforesd Several fishery of y pltfs broke & into y same without any Licence from y pltfs & their Several fishery aforesd entered and their fish from their fishery aforesd to wit 500 Shad & 100 Salmon of y Value of twelve pounds then & at y several times aforesd there found did scare affright & drive away from y fishery aforesd & other outrages on y pltfs did then & there committed against our peace & to y Damage of y pltfs twelve pounds & therefore to wit for all y above mentioned Damages y said pltfs produce their suit all y above declared Trespasses, Outrages, Wrongs & to y Damage of y pltfs four score pounds lawful

The pltt appears by Joseph Hawley & Simeon Strong Esquires their attys And ys said Elisha Cook by John Worthington esq & Elisha Porter Gent his attys comes & defends ye force and Injury when &c & for plea says he is not guilty in manner & form as ye pltt in their declaration have thereof against him alledged & thereof puts him self on ye Country — And ye pltt likewise — And ys said Hezekiah Hubbard by John Worthington Esq and Elisha Porter Gent his attys comes & defends ye force & Injury when &c and for plea says that he is not guilty in manner & form as ye pltt in their declaration have thereof against him alledged & thereof puts himself on ye Country — And ye pltt likewise — Thereupon ye Jurors at this Term according to ye form and effect of ye Statutes in this Behalf provided returned & impanelled being called likewise come here Who to say ye Truth concerning ye premises being duly sworn by Mr Ebenezer Hitchcock their foreman declare upon their Oath that they find for ye pltt ~~five~~ five pounds Damages and Cost of Court — & therefore considered by ye Court that ye pltt recover against ye Defts five pounds of lawful money damages & Cost of Court taxed at nine pounds 1/0 Whereof they may have their Execn

The said Defts by one of their above named attys viz Elisha Porter Gent appeal from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of hampshire on ye Fourth Tuesday of Septmbr And he recognizes with Sureties as ye law directs for their prosecuting ye appeal with Effect as by said recognizance as on file it appears

5 £ 2 Jervary & Cook &c

Edward East of Greenfield in ye County of hampshire yeoman pltf vs Aaron Denio of Greenfield aforesd Inn holder Deft in a plea wherein ye said Edward demands against ye said Aaron ye whole Lott of Land in Bernardston in ye said County of Hampshire hereinafter mentioned that is to say ye 26th original Lott in that division of Lands in ye said Bernardston called ye first division & division of House Lotts with ye Appurtenances as his Right and Inheritance & into which Lott ye said Aaron with in thirty years now last past unjustly and without judgment hath made Entry & thereof Disseised ye said Edward and whereupon ye said Edward saith that within thirty years last past he himself was seized of ye said 26th Lott with ye appurtenances in his Demesne as of Fee and right in time of peace in ye time of ye late lord King George ye second our Royal predecessor by taking ye profits thereof to ye Value of five pounds and more in rents, Corn & Grass & into which ye said Aaron within ye said 30 years unjustly and without judgment Entered and thereof disseised him ye said Edward & thereof decreed him & as ye said Edward complains that he detaineth him to ye Damage of said Edward fifty pounds — The pltt appears by ~~Simeon~~ Joseph Hawley esq his att and ye said Aaron by Simeon Strong Esq his Attorney and prays leave to imparl to ye next Term that he may have Opportunity to Summon John Burk of Bernardston aforesd under whom he holds ye demand premises &c And it is granted him and ye Action continued until ye second Tuesday of November next Ensuing

last & Denio 42

Thomas Williams of Deerfield in ye County of Hampshire Esq pltf vs Joseph Mitchel of Ashfield in ye said County yeoman Deft in a plea that said Joseph render to ye said Thomas twelve pounds 12/0/0 lawful money which to said Thomas he owes and from him unjustly detains and whereon said Thomas says that at ye Inferiour Court holden at North Hampton on ye second Tuesday of Nov in ye ninth year of our Reign by ye Consideration of ye same Court ye said Thomas recovered judgment against said Joseph for ye Sum of Eleven pounds 1/11/2 lawful money for his damages by reason of said Josephs not performing his promises there made also for ye Sum of one pound 10/10 like money for his Costs about his Suit in that Behalf Expended where of said Joseph is convict as by ye Record thereof is manifest which Judgment remains in full force not satisfied altho Execn on ye Judgment aforesd was afterwards on ye 16th day of Nov aforesd sued out Yet no part of ye Sums aforesd have been levied thereby but ye said Execn is returned wholly unsatisfied and altho said Thomas afterwards on ye 18th day of Feby 1769 sued out an Alias Execn on ye Judgment aforesd Yet no part of ye Sums aforesaid have been levied thereby But ye same Alias Execn is returned wholly unsatisfied Whereby an Action hath accrued to ye same Thos to demand of ye said Joseph ye aforesaid Sums &c as in the Writ — The pltt appears by Jonathan Ashley Esq his att and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Thomas recover against ye said Joseph fourteen pounds 13/2/0 lawful money debt damages and two pounds ye pltt allowed him for his Costs & thereof &c Execn is Sept 6th 1770

Williams Esq vs Mitchel 43

Jonathan Ashley Junr of Deerfield in ye County of Hampshire Gentn pltf vs Benjamin Munn Junr of Deerfield aforesaid Joiner Deft in a plea of ye Case for that said Benjamin at ye said Deerfield on ye second day of April 1769 being indebted to said Jona in ye Sum of three pounds he ye said Benja in consideration thereof made his certain writing sealed and delivered directed to one Joseph Stebbins requesting him to pay ye aforesaid sum on demand for Value Recd by ye said Benja of ye said Jona and afterwards to wit on ye same second day of April aforesaid ye said Jona shew said order to said Joseph and requested said Joseph to pay ye Contents thereof But ye said Joseph wholly refused to pay to said Jona ye Contents of said Order of all which said Benjamin had notice and so became liable to pay ye Contents of said order to said Jonathan & being so liable said Benjamin promised said Jona to pay him ye Contents of said Order according to ye Tenor thereof &c as in ye Writ The pltt appears in his proper person and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Jonathan recover against ye said Benjamin three pounds of lawful money damages Cost of Court taxed at two pounds 6/11 whereof &c — Execn is 22d Sept 1770

Ashley Junr & Munn Junr 44

Joel White of Southhadley in ye County of hampshire yeoman pltf vs John Heaton of Shelburne in said County yeoman Deft in a plea of ye Case for that said John at Greenfield in ye County aforesd on ye fourth day of April 1769 by his note of hand of that date promised said Joel to pay him two Thousand of good merchantable white pine Clapboards & 2000 of Merchantable white paine Shingles by ye first day of May then next to be delivered at Cheapside in Deerfield aforesaid &c as in the Writ — The pltt appears by Jonathan Ashley Esq his att and ye Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that ye said Joel recover against ye said John five pounds 2/0/0 of lawful money damages and Cost of Court taxed at one pound 19/7 and thereof he may have his Execn — Execn is 22d Novr 1770

White & Heaton 45

522
Dickinson
v
Henry
4£

Obadiah Dickinson of Hatfield in y County of Hampshire Gent pltf v John Henry of Shelburne in y County aforesaid yeoman Deft in a plea of y Case for that said Johnat Deerfield in our County aforesd on y second day of Nov 1769 by his note of that date for value rec promised said Obadiah to pay him or his order one pound 10/ on or before y first day of Feby then next with Interest, Also for that said John at s^d Deerfield one y same day of November aforesd by his other note of that date for Value rec promised s^d Obadiah to pay him or order one pound 10/ at or before y first day of Feby aforesd with Interest from y Date till paid — Also for that said John at Deerfield on y same second day of Nov aforesd by his other note of that date for Value rec promised said Obadiah to pay him or order one pound 3/4 on or before y first day of Feby aforesd with Interest till paid &c as in the Writ — The pltf appears by Jonathan Ashley Esqr his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y^d said Obadiah ~~recover~~ recover against y^d John four pounds 9/ 4/4 of lawful mony damages & Cost of Court taxed at two pounds 3/0 and therefore &c

Hawks
v
Mitchel
4£

Asa Hawks of Deerfield in y County of Hampshire yeoman pltf v Joseph ~~Mitchel~~ Mitchel of Ashfield in said County yeoman Deft in a plea of y Case for that said Joseph at s^d Springfield on y 17th day of Septr 1769 by his note of that date for Value rec promised said Asa to pay him two pounds 7/0 on demand with Interest till paid Having Writ — The pltf appears by Jon^a Ashley Esqr his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y^d said Asa recover against y^d said Joseph three pounds 3/7 4/4 of Lawful mony damages and Cost of Court ~~taxed~~ at two pounds 6/11 and therefore &c

Ward
v
Sharp
4£

Nahum Ward of Charlemont in y County of Hampshire yeoman pltf v Caleb Sharpe of Conway in said County yeoman Deft in a plea of y Case for that s^d Caleb at said Conway on y 25th day of Nov 1769 by his note of that date for Value rec promised said Nahum to pay him or order Two pounds 6/8 on demand with Interest &c as in y Writ — The pltf appears by Jonathan Ashley Esqr his attr & y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y^d said Nahum recover against y^d said Caleb two pounds 2/5 of lawful mony damages Cost of Ct taxed at two pounds 10/4 Thereof &c

Wood
v
Birge
11£

Exon ~~is~~ 27th Octo 1770

John Wood of Colrain in y County of Hampshire Trader pltf v John Birge of Deerfield in y County aforesaid Potter Deft in a plea of y Case for that said Birge at Springfield on y fourteenth day of Decem^r last past by his note for Value rec promised s^d Wood to pay him or order two pounds 12/ lawful mony on demand and if not paid within two month with Interest till paid &c as in y Writ — The pltf appears by Jonathan Ashley Esqr and y Deft being three times publickly called makes default of appearance. It is therefore considered by y Court that y^d said Wood recover against y^d s^d Birge two pounds 16/2 4/4 of lawful mony damages Cost of Court taxed at ~~12/~~ 12/ 8 Thereof &c

Gunn dec^d
v
King
50

Exon ~~is~~ 22 Nov 1770

Esther Gunn of Montague in y County of Hampshire spinster Sole Admx of Elisha Gunn late of said Montague dec^d pltf v Elisha King of Hatfield in y^d County yeoman Deft in a plea of y Case for that said King in y life time of s^d Gunn at Hadley in y County aforesd on y Seventh day of Nov 1768 by his note of that date for Value rec promised said Gunn to pay him one pound 19/ Lawful mony on demand with Interest &c ~~as in the Writ~~ And also for that said King at s^d Hadley on ye same day of Nov aforesaid in y life time of s^d Gunn by his other note of that date for value rec promised said Gunn to pay him one pound 19/ Lawful mony on demand with Interest And also for that said Elisha at Hadley aforesd on y^d Seventh day of November aforesd by his other note of that date for Value rec promised said Gunn to pay him one pound 16/ Lawful mony on demand with Interest &c as in y Writ — The pltf appears by Jonathan Ashley Esqr her attr & Deft being three times publickly called makes default of appearance in Court. It is therefore considered by y Court that y^d said Esther recover against y^d Elisha two pounds 4/9 of lawful mony damages Cost of Court taxed at two pounds 8/9 Thereof &c

Partridge Esqr
v
Miller
44

Exon is 22 Nov 1770

Oliver Partridge of Hatfield in y County of Hampshire Esqr pltf v Thaddeus Miller of Weston in y County of Middlesex yeoman Deft in a plea that said Thaddeus render to s^d Oliver one Hundred and Sixty pounds Lawful mony which to him he owes & from him detains and whereon said Oliver saith that said Thaddeus at Springfield on y 29th day of April 1760 by his bond of that date bound himself unto y^d said Oliver in y Sum of fifty three pounds 6/8 to be paid him on demand; and also for that said Thaddeus at said Springfield on ye same 29th day of April by his other Bond of that date bound himself unto y^d said Oliver in one other Sum of fifty three pounds 6/8 Lawful mony to be him on demand; And also that s^d Thaddeus at Springfield aforesd on ye same day of April above said by his other bond of that date bound himself unto y^d said Oliver in one other sum of fifty three pounds 6/8 Lawful mony to be paid him on Demand &c as in y Writ — The pltf appears in his proper person and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y^d Oliver recover against y^d said Thaddeus seventy pounds 19/8 of lawful mony Debt and Cost of Court taxed at two pounds 11/6 Thereof &c

Holland
v
Hines
52

Exon is 26th Septr 1770

Ivory Holland of Petersham in y County of ~~Worcester~~ Hampshire yeoman pltf v Joseph Hinds of Greenwich in y County of Hampshire yeoman Deft in a plea of y Case for that said Ivory at Amherst on y 29th day of December 1769 by his note of that date for Value rec promised said Ivory to pay him or his order three pounds 3/ Lawful money on demand with Interest &c as in the Writ — The pltf appears by Simeon Strong Esqr his attr & Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y^d said Ivory recover against y^d said Joseph two pounds 11/6 of lawful mony damages Cost of Court taxed at two pounds 5/8 Thereof &c

Cooley
v
Lothrop
53

Exon is 19th Nov 1770

Gideon Cooley of Greenwich in y County of Hampshire yeoman pltf v John Lothrop of s^d Greenwich yeoman Deft in a plea of y Case for that s^d John at s^d Greenwich on y 26th day of Janr 1769 by his note for Value rec promised said Gideon to pay him or his order two pounds 6/8 Lawful money in neat Cattle at many price to deliver ye same to him at y Dwelling House of Benjamin Cooley in Greenwich aforesd on y first day of April 1770 and Interest till paid &c as in the Writ — The pltf appears by Simeon Strong Esqr his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y^d said Gideon recover against y^d said John three pounds 3/ of Lawful mony damages Cost of Court taxed at one pound 16/2 Thereof &c — Exon is 22 Septr 1770

Aaron Holden of Rutland District in y County of Worcester yeoman pltf or Jonas
Lich of New Salem in y County of Hampshire yeoman Deft in a plea of y Case 52
for that said Jonas at Springfield on y ninth day of March y 69 by his note of Holden
that date for value rec promised said Aaron to pay him or his order two pounds vs
3/ lawful mony on demand with Interest till paid &c as in the Writ Lich
The pltf appears by Simeon Strong Esq his attr and y Deft being three times
publickly called makes default of appearance in Court whereupon the refere
was ordered by y Court that y said Aaron recover against y s Jonas two pounds 54
6/ 9½ of lawful mony damages Cost of Court taxed at two pounds 1/ 8 thereof &c

Patrick Tibbles of Pelham in y County of Hampshire yeoman pltf or Daniel Bridges
late of Greenwich in y said County yeoman Deft in a plea of y Case for that s Daniel Tibbles
at said Pelham on y 19th day of June y 69 by his note of that date for value rec vs
promised said Patrick to pay him five pounds 13/ or before y 19th day of Bridges
Nov then next with Interest from and after y 19th day of August then next ensuing that 56
The pltf appear by Simeon Strong Esq his attr and y Deft being three times publickly
called makes default of appearance here whereupon the refere was ordered by
y Court that y said Patrick recover against y said Daniel five pounds 6/ 8½ of
lawful mony Damages Cost of Court taxed at two pounds 6/ 8 thereof &c

Execon is d 23 Nov 1770

William Haskins of New Salem in y County of Hampshire yeoman pltf or
Jeremiah Gould of Shutesbury in y s County yeoman Deft in a plea of y Case Haskins
for that said Jeremiah at said New Salem on y 28th day of June y 69 by his note of vs
that date for value rec promised s Willm to pay him ten pounds 13/ lawful Gould
mony within eight months with Interest &c as in y Writ The pltf appears 57
by Simeon Strong Esq his attr and y Deft being three times publickly called
makes default of appearance in Court whereupon the refere was ordered by Court
that y said William recover against y said Jeremiah Eleven pounds 6/ 8 lawful
mony damages Cost of Court taxed at two pounds 3/ 2 and thereof &c

Execon is d 19th Nov 1770

John Hamilton 2d of Pelham in y County of Hampshire yeoman pltf or Jeremiah Gould
of Shutesbury in y said County yeoman Deft in a plea of y Case for that s Jeremiah Hamilton 2d
Pelham on y 14th day of Decem y 69 by his note of that date for Value rec promised vs
said John to pay him or his order thirteen pounds 6/ 8 lawful mony within six Lunden
months with Interest till paid &c as in y Writ The pltf appears by Simeon 58
Strong Esq his attr and y Deft being three times publickly called makes default of
appearance here whereupon the refere was ordered by y Court that y s John recover against
y s Jeremiah thirteen pounds 6/ 8 of lawful mony damages Cost of Court taxed
at two pounds 6/ 8 and thereof &c

Exec is d Nov 19th 1770

Hugh Johnson of Pelham in y County of Hampshire yeoman pltf or John Rugg of
South Hadley in y said County yeoman Deft in a plea of y Case for that s John at s Johnson
Pelham on y 13th day of Octo y 69 by his note of that date for value rec promised vs
one Robt Campbell to pay him or his order Eleven pounds 6/ 8 lawful mony on or before Rugg
y first day of Jany then next with Interest thereof from and after y same time 59
time till paid &c And afterwards on y 26th day of March last past said Robt at s
Pelham by his Instrument ordered y Contents of said note then wholly due to be
paid to y said Hugh &c all with said John instantly had notice and in Consideration
thereof promised said Hugh to pay him y same accordingly &c as in the Writ
The pltf appears by Simeon Strong Esq his attr and y Deft being three times publickly
called makes default of appearance &c It is therefore considered by y Court
that y said Hugh recover against y said John six pounds 6/ 8½ lawful mony
damages Cost of Court taxed at one pound 6/ 8 thereof &c Exd is 9th Octo 1770

Jeremiah Gould of Shutesbury in y county of Hampshire yeoman pltf or Oliver Gaylord
& John Taylor both of South Hadley in y County of Worcester yeomen Defts in a plea of y Case Gould
for that said Oliver and John at Springfield on y 26th day of May y 70 by their note vs
of that date for Value rec promised s Jeremiah to pay him Eight pounds 13/6 Gaylord &
Lawful money on demand with Interest till paid &c as in y Writ 60
The pltf appears by Simeon Strong Esq his attr and y Deft being three times publickly
called makes default of appearance here whereupon it is therefore considered by y Court
that y said Jeremiah recover against y said Oliver and John seven pounds 13/ 11½ of Lawful
mony damages and Cost of Court taxed at one pound 7/10 thereof &c Exd is 9th July 1770

Thomas Gibbs of Greenwich in y County of Hampshire yeoman pltf or Joseph Berry
of New Salem in y said County yeoman Deft in a plea of y Case for that said Joseph Gibbs
at s Greenwich on y 28th day of April y 69 by his note of y t date for Value rec promised vs
said Thomas to pay him or his order three pounds 10/ 6 on or before y last day of June Berry
then next with Interest till paid &c as in y Writ The pltf appears by Simeon Strong 61
this attr and y Deft being three times publickly called makes default of appearance
It is therefore considered by y Court that y said Thomas recover against y said Joseph
three pounds 19/ 10½ of Lawful mony damages Cost of Court taxed at two pounds 3/ 4 thereof &c

Exd is 14th Dec 1770

Joseph Kendrick of Greenwich in y County of Hampshire Gentleman pltf or Jonathan Haddard of
Templetown in y County of Worcester yeoman Deft in a plea of y Case for that s Jonathan Kendrick
at s Greenwich on y 31st day of May y 69 by his note of that date for Value rec vs
promised said Joseph to pay him three pounds 6/ 8 Lawful mony within one Haddard
year from y Date with Interest &c as in y Writ The pltf appears by Simeon Strong 62
this attr and y Deft being three times publickly called makes default of appearance
in Court It is therefore considered by y Court that y s Joseph recover against y said
Jonathan three pounds 11/ 0½ of Lawful mony damages and Cost of Court taxed at two
pounds 6/ 10 and thereof he may have his Execn

Moses Bliss of Springfield in y County of Hampshire Yeoman pltf or Barzillai Markham late
of Enfield in y said County yeoman now resident at Western in y County of Worcester Defendt in Bliss
a plea of y Case for that said Barzillai at said Enfield on y 20th Day of August y 69 vs
by his note of that date for Value rec promised said Moses to pay him five pound 18/ Markham
Lawful mony by y first day of December then next with Interest till paid &c as in y Writ 63
The pltf appears in his proper person and y Deft being three times publickly called
makes default of appearance in Court Wherefore considered by y Court that y
said Moses recover against y said Barzillai two pounds 3/ 4½ of Lawful mony
damages and Cost of Court taxed at one pound 12/6 and thereof &c

Execn is d 19th November 1770

524

Mirick
vs
Clark & al

Samuel Parr of Middletown in y County of Hartford and Colony of Connecticut Merchant & Sarah his wife late Sarah Ware pltfs vs Joseph Clark of Granville in y County of Hampshire yeoman & Ruth his wife late Ruth Hubbard Defts in a plea of the Case for that y said Ruth whilst she was unmarried was justly indebted to said Sarah before her Intermarriage with said Samuel to wit at Springfield on y 8th day of May 1766 in y Sum of thirty five pounds L.M. lawful money by Book Debt to ballance y same according to y Custom of Merchants for Writ and in Consideration thereof said Ruth promised said Sarah to pay her y same whenever she should be thereto requested &c as in y Writ The pltfs appear by Moses Bliss Esq their att and y Defts being three times publickly called make default of appearance here — It is therefore considered by y Court that y said Samuel & Sarah recover against y said Joseph & Ruth thirty five pounds L.M. of lawful money damages and Cost of Court taxed at two pounds 6/ & thereof &c

Execn issd 29th Sept 1770

524

Lynchon
vs
Swatman

George Lynchon of Granville in y County of Hampshire yeoman pltf by Ezekiel Swetman of said Granville yeoman Defft in a plea that to George & Ezekiel render y Sum of 43/3 lawful money which he owes & from him unjustly detains whereupon said George says y at a Court holden before John Worthington Esq in Springfield on y 7th day of May 1765 said George by y Consideration of said Justice recovered Judgment against said Ezekiel for y Sum of 26/3 lawful money for his damages he has sustained by reason of said Ezekiels not performing his certain promise & this certain promise to said George & y Sum of 16/ like money for his Cost by him about his Suit & Expences whereof said Ezekiel is convicted which Judgment said George says is yet remains in full force, and altho Execn hath been issued out on said Judgment yet no part of said Sums have been levied thereon by reason whereof Action hath accrued to said George to have y said Sums of said Ezekiel &c as in the Writ The pltf appears by Moses Bliss Esq his att and y Defft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said George recover against said Ezekiel Two pounds 7/6 L.M. of lawful money Debt and Damages Cost of Court taxed at one pound 17/6 and thereof &c

Execn is 29th Sept 1770

Babcock
vs
Markham

Amos Babcock of Brimfield in y County of New Haven and Colony of Connecticut yeoman pltf vs Barzillai Markham of Western in y County of Worcester yeoman Defft in a plea of y Case for that said Barzillai at said Springfield on y 10th day of March 1769 by his note by that date for Value Rec promised said Amos by y Name of Amos Babcock of Brimfield in Windham County to pay him nine pounds lawful money & to deliver him y said Amos 30 good merchantable Felling Axes at his y said Barzillai Shop in said Springfield in our s.d County of Hampshire for y 20th day of Oct then next after y Date of said note and if not paid or delivered by that time then to pay him y lawful Interest of said Sum from thence till paid & said Amos says he was always ready there at his y said Barzillai Shop in said Springfield to receive said money or said Axes at y said Barzillai and particularly on said 20th day of said Oct yet said Barzillai the s.d Barzillai hath not either paid said money or any penny thereof or delivered said Axes or any part thereof to said Amos but neglects and refuses so to do to y Damage of said Amos Ten pounds — The pltf appears by Moses Bliss Esq his att and Defft comes into Court and prays that this action may be continued until next Inf that he may have opportunity to procure a material Witness in this Case and this granted him and y Case is continued until y second Tuesday of November next

Lynchon
vs
Rockwell

George Lynchon of Springfield in y County of Hampshire Gent pltf by Timothy Rockwell of said Springfield yeoman Defft in a plea that he render to said George fourteen pounds 17/6 3/4 lawful money which he owes said George and whereof said George says that before our Justices of our Inferiour Court holden at Springfield on y last Tuesday of August 1767 by y Consideration of said Justices he recovered Judgment against said Timothy for y sum of thirteen pounds 6/8 3/4 lawful money damages & 1.32 16 like money for his Cost by him expended whereof said Timothy is convicted as by y Record thereof appears which Judgment yet remains in full force and the said alias Execn have been issued out on y Judgment whereof yet no part of the Sums aforesd have been levied thereon from whence Action hath accrued to said George to have y said Sums of y Judgment of him y said Timothy &c as in y Writ The pltf appears by Moses Bliss Esq his att and y Defft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said George recover against y said Timothy fifteen pounds 13/4 3/4 lawful money debt and damages about Court taxed at one pistole 11/6 & no thereof &c

Execn is 29th Sept 1770

Allen
vs
Williston

George Lynchon of Springfield in y County of Hampshire Gent pltf vs Nathaniel Williston of said Springfield yeoman Defft in a plea of y Case for that said Nathaniel at said Springfield on y first day of July last past was justly indebted to said George in y Sum of nine pounds lawful money by book Debt for divers wares and Merchandizes before y time sold y said George to said Nathll at his request in consideration thereof Nathll promised said George to pay him y same on demand &c as in the Writ The pltf appears by Moses Bliss Esq his att and y Defft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said George recover against said Nathaniel nine pounds lawful money damages & Cost of Court taxed at one pound 4/6 thereof &c

Execn is 29th Sept 1770

Allen
vs
Sible

George Lynchon of Springfield in y County of Hampshire Gent pltf by Daniel Noble of Westfield in said County yeoman Deft in a plea that to said George said Dan render seven pounds 10/3 lawful money which he owes and from him detains whereupon George says that he for sundry Years last past in our Inferiour Court holden at Springfield on y last Tuesday of August 1769 by y Consideration of Justices recovered Judgment against said Daniel for y sum of six pounds 13/4 lawful money for his damages and for y sum of 36/3 for his Cost thereof said Daniel is convicted as by y Record thereof appears which Judgment said George says remains in full force not satisfied & that said George hath sued out sevrl Writs thereon yet no part of said Sums have been levied thereby but said Execn hath been long since & wholly unsatisfied whereby Action hath accrued to George to have said Sums of y said Judgment of him y said Daniel &c as in the Writ The pltf appears by Moses Bliss Esq his att and y Defft being three times publickly called makes default of appearance here It is therefore considered by y Court that y said George recover against y said Daniel ten pounds 7/4 3/4 lawful money Debt & Damages Cost of Court taxed at one pound 9/6 thereof &c

Execn is 29th Sept 1770

John Werthington of Springfield in y County of Hampshire Esq pltf vs John Davison
of Monson in y County afsd yeoman Deft in a plea of y Case for that s Davison
at s Springfield on y 24th day of Octo 1760 by his note of that date for Value rec'd
promised said Werthington to pay him or his order six pounds lawful money within
three months with Interest from y time said sum of payment till paid as in Writ
The pltf appears by Moses Bliss Esq his attr and y Deft being three times publickly
called makes default of appearance here — It is therefore considered by y Court that
said Werthington recover against s Davison six pounds 11/7 3/4 lawful mony
damages and Cost of Court taxed at one pound 11/10 & there of &c

525
Werthington
vs
Davison
70

Moses Bliss Esq of Springfield in y County of Hampshire pltf vs David Noble of Westfield
in y County of Berkshire yeoman Deft in a plea of y Case for that said David at
said Springfield on y second day of Jany 1767 by his note of that date for value rec'd
promised said Moses to pay him or his order nine pounds 8/6 on demand with
Interest &c as in y Writ — The pltf appears in his proper person & y Deft being three
times publickly called makes default of appearance in Court It is therefore
considered by y Court that y said Moses recover against s David eleven pounds 8/11
of lawful mony damages Cost of Court taxed at one pound 16/8 & there of &c

Bliss Esq
vs
Noble
71

Zerah Brooks of Enfield in y County of Hampshire yeoman Decd 29th Nov 1770
Springfield in said County yeoman Deft in a plea of y Case for that said Joel Ely of
said Springfield on y Seventh day of July 1767 by his note of that date for Value
rec'd promised said Zerah to pay him 10 Thousand of good Merchantable shingles
within fourteen days from y Date of said note 2000 of them to be delivered at
Sam'l Collons landing in Springfield by residue thereof to be delivered at y Brook
Ferry in Enfield afores y which said shingles s Zerah says were well worth 7 Eleven
pounds lawful mony and that he was always ready within y time afores & ever
since at y places appointed for y Delivery of y same to receive s shingles of him
said Joel &c as in Writ — The pltf appears by Moses Bliss Esq his attr & y Deft
being three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Zerah recover against y s Joel
nine pounds 18/8 of lawful mony damages & Cost of Court taxed at 1/11/8 & there of &c

Brooks
vs
Ely
72

Robert Harris of Springfield in y County of Hampshire Gent pltf 23d July 1770 vs Joseph Sikes
of Wilbraham in said County yeoman Deft in a plea of y Case for that s Joseph
at s Springfield on y 11th day of Augt 1760 by his note of that date for Value
rec'd promised said Robert to pay him three pounds lawful mony on demand
with Interest till paid &c as in y Writ — The pltf appears by Moses Bliss Esq his attr
and y Deft being three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Robert recover against y s Joseph
three pounds 11/9 of lawful mony damages Cost of Court taxed at 1/16/2 & there of &c

Harris
vs
Sikes
73

Timothy Cooper of Springfield in y County of Hampshire yeoman 27th Dec 1770 pltf vs Job Smith
of said Springfield yeoman Deft in a plea of y Case for that s Job at s Springfield
on y Eighth day of Augt 1761 by his note of that date for Value rec'd promised
said Tibb to pay him one pound ten shillings lawful money at or before y first day
Oct then next with Interest until paid &c as in y Writ — The pltf appears by
his attr and y Deft being three times publickly called makes default of appearance here
It is therefore considered by y Court that y said Timothy recover against y s Job two
pounds 16/3 1/2 of lawful mony damages Cost of Court taxed at 1/11/8 & there of &c

Cooper
vs
Smith
74

James Moor of Westfield in y County of Hampshire yeoman 25th July 1770 pltf vs William Watson of Southampton
in y said County yeoman Deft in a plea of y Case for that s Heman at s Westfield on y
sixth day of March 1770 by his note of that date for Value rec'd promised s James to pay
him eight pounds lawful mony at or before y last day of May then next with Interest
until paid &c as in y Writ — The pltf appears by John Phelps Gent his attr & y Deft
being three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said James recover against y said Heman
seven pounds 8/10 1/2 of lawful mony damages and Cost of Ct taxed at 1/11/7 & there of &c

Moor
vs
Watson
75

Elisha Parks of Westfield in y County of Hampshire Gent pltf vs David Lee late of
Bethel in y County of Berkshire yeoman Deft in a plea of y Case for that s David
at said Westfield on y 28th day of Nov 1760 by his note of that date for Value
rec'd promised said Elisha to pay him or order thirty eight pounds 18/11 Lawful
mony on demand with Interest till paid &c as in y Writ
The pltf appears by John Phelps Gent his attr and y Deft being three times publickly
called makes default of appearance here — It is therefore considered by y Court that y s
Elisha recover against y said David forty three pounds 4/8 1/2 of lawful mony damages
and Cost of Court taxed at one pound 16/8 & there of &c — Exon 1st Oct 1770

Parks
vs
Lee Junr
76

Elisha Parks of Westfield in y County of Hampshire Gent pltf vs Moses Dewey of said
Westfield Gent Deft in a plea of y Case for that said Moses at said Westfield on y 8th day
of Oct 1760 by his note of that date for Value rec'd promised said Elisha to pay him or
order six pounds 12/3 Lawful mony on demand with Interest &c as in y Writ
The pltf appears by John Phelps Gent his attr and y Deft being three times publickly
called makes default of appearance here — It is therefore considered by y Court that
y s Elisha recover against y said Moses five pounds 15/8 3/4 of lawful mony damages &
Cost of Court taxed at one pound 12/8 & there of &c — Exon 1st Oct 1770

Parks
vs
Dewey
77

Charles Woodruff of Litchfield in y County of Litchfield Colony of Connecticutt Gent pltf vs
Ezekiel Shepard of Westfield in y County of Hampshire yeoman Deft in a plea of y Case
for that said Ezekiel at Springfield on y first day of March 1769 by his note of that
date for Value rec'd promised said Charles to pay him five pounds 4/10 Lawful mony
at or before y first day of Decem then next and if not then paid to pay y Lawful Interest
till paid &c as in the Writ — The pltf appears by John Phelps Gent his attr &
y Deft being three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Charles recover against y said Ezekiel
five pounds 9/8 1/2 of lawful mony damages & Cost of Court taxed at two pounds 13/2 & there of &c
Exon 1st Oct 1770

Woodruff
vs
Shepard
78

John Moseley of Westfield in y County of Hazingshire Gent pltf vs Moses Dewey of said
Westfield Gent Deft in a plea of that said Moses render to said John three pounds
15/8 1/2 which to said John he owes and from him detains whereon said John
says that a inferiour Court holden at Springfield on y last Tuesday of August
in y eighth year of our Reign by y Judgment of y same Court recovered Judgment
said Moses for 2/6 1/2 lawful damages by reason of said Moses not performing his
certain promise to the said Testr made to pltf and 31/8 for his Cost about his
suit in that behalf expended whereof said Moses is convict as by y Record thereof
manifestly appears which Judgment yet remains yet remains in full force &c

Moseley
vs
Dewey
79

Hosely
vs
Dewey

Weeb not satisfied nor reversed altho' pltt afterwards viz on ye Eighth day of September y^e'd sued out one Writ of Execon thereon; Yet ye sums aforesaid remain were never levied thereby whereby an action hath accrued to ye pltt to demand of ye said Moses ye said three pounds 11/8d/½ — The pltt appears by John Phelps Gent his att^y and ye Deft being three times publickly called makes default of appearance here — His therefore considered by ye Court that ye said John recover against ye said Moses four pounds 3/6d/½ of lawful mony Debt & Damages & Cost of Court taxed at one pound 12/8d & thereof &c

Execon is Octo 1st 1770

Burk
vs
Kellogg
Dr

Elisha Parks of Westfield in ye County of Hampshire Gent pltt or Ezekiel Kellogg late of Granville in ye said County yeoman Deft in a plea of ye Case for that ye said Ezekiel at said Westfield on ye 27th day of February y^e by his note of ye Date for Value rec^d promised said Elisha to pay him or order four pounds 3/½ lawful mony on demand with Interest till paid &c as in the Writ — The pltt appears by John Phelps Gent his att^y and ye Deft being three times publickly called makes default of appearance here — His therefore considered by ye Court that ye said Elisha recover against ye said Ezekiel four pounds 10/10½ of lawful mony Damages and Cost of Court taxed at one pound 11/10 & thereof &c

Execon is Octo 1st 1770

Chenevard
vs
Moor
Dr

John Chenevard of Hartford in ye County of Hartford & Colony of Connecticut Mariner pltt^r William Moor of Westfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said William at Springfield on ye first day of Septr y^e'd by his note of that date for Value rec^d promised ye pltt to pay him or order Eleven pounds 13/½ lawful mony in one month with Interest till paid &c as in ye Writ — The pltt appears by John Phelps Gent his att^y and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said John recover against ye said William thirteen pounds 1/3½ of lawful mony damages and Cost of Court taxed at two pounds & thereof &c

Execon is Octo 1st 1770

Burbanks
Execrs of
Phillips
Dr

Thom^s Burbank of Suffield Gent^n and Abraham Burbank of Springfield Gent^n both in ye County of Hampshire Executors of ye last will and Testament of Abraham Burbank late of said Suffield Gent^n Dec^d pltt^rs or Simeon Phillips of Springfield aforesaid yeoman Deft in a plea of ye Case for that ye said Simeon at said Springfield on ye fifth day of March y^e'd by his note of that date for Value rec^d promised said said Abraham (then living) to pay him thirty six pounds 15/ Lawful mony or that Value in neat Cattle and Wheat in three years from ye date of s^d note with Interest till paid &c as in ye Writ — The pltt^s appear by John Phelps Gent their att^y and ye Deft being three times publickly called makes default of appearance in court — His therefore considered by ye Court that ye said Thom^s and Abraham in ye Capacity above said recover against ye said Simeon Eleven pounds 19/½ of Lawful mony damages and Cost of Court taxed at one pound 12/8 & thereof &c

Execon is 1st Octo y^e'd 1770

Murray
Esqr
vs
Eglestone
Dr

John Murray of Rutland in ye County of Worcester Esqr pltt or Bigot Eglestone of Murrayfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Bigot at s^d Springfield on ye Sixth day of Octo y^e'd 63 by his note of that date for Value rec^d promised said John to pay him or order for ye Use of Desire Smith of Murrayfield ten pounds 6/8 lawful mony on or before ye first day of May then next &c as in ye Writ — The pltt appears by John Phelps Gent his att^y and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said John recover against ye said Bigot fourteen pounds 12/8 of lawful mony damages & Cost of Court taxed at two pounds 8/½ & thereof &c

Exec^n is 11th July 1771

Weller
vs
Sackett &c
Dr

Oliver Weller of Westfield in ye County of Hampshire yeoman pltt or Beleg Spencer & Ezekiel Sackett both of said Westfield yeomen Defts in a plea of ye Case for that said Beleg and Ezekiel at Westfield aforesaid on ye 28th day of March y^e'd by their note of that date for Value rec^d promised said Oliver to pay him or order four pounds worth of White pine or Yellow pine Boards and deliver ye same at Wellers Mill in said Westfield at or before ye 10th day of May then next with Interest from ye time of payment till paid &c as in ye Writ — The pltt appears by John Phelps Gent his att^y and ye Defts being three times publickly called make default of appearance in Court — His therefore considered by ye Court that ye said Oliver recover against ye said Beleg & Ezekiel four pounds 4/8½ of Lawful money damages and Cost of Court taxed at one pound 4/8½ and thereof &c

Execon is 26th Septr y^e'd 1770

Colt
&
Pelton
Dr

Jonas Henry of Murrayfield in ye County of Hampshire yeoman pltt or Judah Colt of Westfield in said County yeoman Deft in a plea of ye Case for that said Judah at s^d Westfield on ye 20th day of June y^e'd by his note of that date for Value rec^d promised s^d Jonas to pay him or his order ten pounds Lawful mony on or before ye first day of May then next with the interest till paid &c as in ye Writ — The pltt appears by John Phelps Gent his att^y ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Jonas recover against ye said Judah five pounds 11/8½ of Lawful mony damages and Cost of Court taxed at 8/11/0 & thereof &c

Execon is 30th Octo y^e'd 1770

Ball
vs
Cooley
Dr

Lebbeus Ball of Granville in ye County of Hampshire yeoman pltt or Thomas Cooley of ye said Granville yeoman Deft in a plea of ye Case for that said Thomas at said Granville on ye 15th day of August y^e'd by his note of that date for Value rec^d promised said Lebbeus to pay him or order four pounds 16/0 Lawful mony within three months from ye Date & then if not paid ye Lawful interest thereof till paid &c as in ye Writ — The pltt appears by John Phelps Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Lebbeus recover against ye said Thomas four pounds 18/3½ of Lawful money damages and Cost of Court taxed at one pound 18/3 and thereof &c

Execon is 30th Octo y^e'd 1770

David Vanschaack of Henderhookin y County of Albany & Province of New York yeoman pltf vs Stephen Hollogg of Sheffield in y County of Berkshire yeoman Deft in a plea of y Case for that said Stephen at Springfield on y 15th day of Augt last past by his note of that date for Value rec promised said David to pay him or his order fourteen pounds 12/3 New York Currency which is equal to Ten pounds 19/4 1/4 lawful money on demand with Interest &c as in y Writ The pltf appears by John Phelps Gent his attr and y Deft being three times publickly called makes default & appearance in Court — Wherefore consider'd by y Court that y said David recover against y said Stephen Eleven pounds 11/11 3/4 of Lawful money damages and three pounds 15/ allowed him for his Cost & thereof &c — — —

Vanschaack vs Hollogg — 57

John Bates of Granville in y County of Hampshire yeoman pltf vs Lebbeus Ball of s^d Granville yeoman Deft in a plea of y Case for that y said Lebbeus at s^d Granville on y twelfth day of Feby 1770 by his promissory note in writing under his hand of that date for Value rec promised y^d John to pay him y sum of Eighteen pounds 18/ Lawful money on demand with Interest till paid And also that y said Lebbeus & y^d John afterwards at said Granville on y 15th day of March last past being together to each other in diverse Sums of money upon their mutual Trade and Dealing before that Time had accounted together & y^d Lebbeus was then and there found in arrear to y said John in y Ballance of three pounds 11/8 Lawful money y^d said Lebbeus in consideration thereof then & there promised y said John to pay him y same sum on demand — And also for that whereas said Lebbeus at s^d Granville on y last day of July last past being indebted to y^d John in y Sum of 11/8 for divers Articles of Book Acct there before that Time had sold by y said Lebbeus of y said John at y special instance and request of y^d Lebbeus according to y^d Acct annexed to y^d Writ & then & there in Consideration thereof y said Lebbeus promised y said John to pay him y same Sum last mentioned on demand Yet y said Lebbeus tho often requested hath not performed either of his said promises but wholly neglects & refuses to perform either thereof To y^d Damage of y said John Thirty pounds — The pltf appears by John Phelps Gent his attr and y said Lebbeus by Jonathan Bliss Esq his attr comes & defends &c and reserving liberty of altering this plea & pleading any new matter and Trial &c y^r appeal says he is not guilty in manner & form as y^d John has above declared against him and thereof puts himself on y Country &c And y^d John by his attr aforesd consenting to said Reservation says that y plea above pleaded by y said Lebbeus & matters therein contained are an Insufficient answer to his y said John's declaration & that he is not holden by y Law and to make any answer thereto & this y said John is ready to verify wherefore y said Lebbeus has not denied y said John's declaration or made any answer thereto y^d John prays Judgment that his damages & Cost may be adjudged to him — And y^d Lebbeus says his plea aforesd is sufficient &c and thereof prays Judgment &c for his Costs Thereupon all and singular y premises being seen & fully understood by y Court & y Court being now here for that it appears to y said Court that y plea of y said Lebbeus above pleaded & y matters therein contained are not sufficient in Law to preclude y said John from proceeding in his said Action against y said Lebbeus & from his damages aforesaid — & this therefore considered that y said John recover against y said Lebbeus Twenty pounds 18/ Lawful money damages and Cost of Court taxed at one pound 16/11 & thereof he may have his Record

Bates vs Ball — 88

The said Lebbeus by his abovenamed attr appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for y County of Hampshire on y fourth Tuesday of September next and he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by s^d Recognizance as on file it appears

Bildad Fowler of Westfield in y County of Hampshire yeoman pltf vs Daniel Miles of s^d Westfield yeoman Deft in a plea of y Case for that said Daniel at s^d Springfield on y 24th day of April 1767 by his note of that date for Value rec promised & y^d to pay him four pounds 16/8 Lawful money on demand with Interest till paid Also for that said Daniel at s^d Westfield on y Eleventh day of Octo last past by one other note of that date for Value rec promised y^d pltf to pay him 17/ on demand with use till paid Also for that said Daniel at s^d Westfield on y last day of March last past being indebted to y^d pltf y Sum of 6/ for a pair of Womens Shoes before that time sold to y said Daniel at his request in consideration thereof s^d Daniel promised y^d pltf to pay him y last mentioned sum on demand &c Saving Writ The pltf appears by Justin Ely Gent his attr And Ebner Fowler who was bail for y said Miles now brings him into Court & humbly moves that y^d Miles may be ~~committed~~ taken into Custody of y Sheriff & committed agreable to y Statute &c And it is ordered that he be taken and committed accordingly The s^d Daniel being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that y^d Bildad recover against y^d Daniel four pounds 10/7 1/2 of Lawful money Damages & Cost of Court taxed at £2.12 Thereof &c

Fowler vs Miles — 91

Mem^o The s^d Fowler acknowledges he has satisfaction of this Judgment in full — all Wm Williams^s

Samuel Grainger of Sheffield in y County of Hampshire yeoman pltf vs Jonathan Phelps of Northampton in y said County yeoman Deft in a plea of y Case for that said Jona at s^d Sheffield on y ninth day of Feby 1769 by his note of y^t date for Value rec promised y^d pltf to pay him six pounds Lawful money by the twenty second of February the next &c as in y Writ — — — The pltf appears by Justin Ely Gent his attr and y^d Deft being three times publickly called makes default of appearance in Court Wherefore consider'd by y Court that y^d Samuel recover against y^d Jonathan seven pounds 12/6 of Lawful money damages and Cost of Court taxed at one pound 11/8 and thereof &c — — — Issued Novr 3^d 1772

Grainger vs Phelps — 90

Bildad Fowler of Westfield in y County of Hampshire yeoman pltf vs Elisha Elder of Egremont in y County of Berkshire yeoman Deft in a plea of y Case &c for that at s^d Westfield on y 26th day of Octo 1762 being indebted to said Bildad in y Sum of three pounds 2/8 drew an order or note on one Samuel Fowler of s^d Westfield yeoman thereby desiring s^d Samuel to pay y^d pltf said sum on demand with the Interest till paid which said note or order y^d pltf afterwards on y fourth day of May then next offered to said Samuel for acceptance and payment who utterly refused to accept or pay y same to y^d pltf of all which s^d Elisha afterwards had

Fowler vs Elder — 91

Notice and thereby became Chargeable to ye said Bildad to pay him ye same
Sum on demand &c as in ye Writ &c The pltf appears by Justin Ely Esqr his
attr and ye Defts being three times publickly called makes default of appearance here
His therefore considered by ye Court that ye said Bildad recover against ye said Elisha
four pounds 12s 2d lawful money damages & Cost of Court taxed at one
pound 19s 8d thereof &c
Execn is 20th Sept 1770

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltf vs Daniel Grainger
senior yeoman & Zacheus Grainger yeoman & Daniel Grainger Junr yeoman late of
Great Barrington in ye County of Berkshire and Elisha Olds of Lyeement in ye County
of Berkshire yeoman Defts in a plea of ye Case for that ye Daniel Grainger &
Zacheus Grainger Elisha Olds & Daniel Grainger at Great Barrington on ye Fourth
day of March 1768 by their note of that date for Value rec promised ye Bildad
to pay him or order nineteen pounds 19s 0d on or before ye first day of April then next
with Interest till paid &c as in ye Writ The pltf appears by Justin Ely Gent
his attr & ye said Elisha one of ye above named Defts whose Body by virtue of this
Writ was attached now being three times publickly called makes default of
appearance in Court & the other Defts the Sheriff returns that they are not to be found
His therefore considered by ye Court that ye said Bildad
recover against ye said Elisha eight pounds 5s 3d lawful money damages & Cost
of Court taxed at one pound 19s 8d thereof &c
Execn is 20th Sept 1770

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltf vs Joseph Barker of
said Westfield Grainger Defd in a plea of ye Case for that said Joseph at ye Westfield on ye
day of June last by his note of that being justly indebted to ye pltf ye sum of nine
pounds 10s lawful money for Ballance book Acts for divers Goods Wares & Merchandize
there before that time sold & delivered to ye said Joseph at his special instance & request
according to ye tenor & effect of ye Writ being so indebted in consideration thereof
said Joseph then and there promised ye pltf to pay him ye same sum on demand
yet said Joseph tho often thereto requested hath never paid said Sum or any
part thereof to ye pltf but unjustly neglects to do it To ye Damage of ye said Bildad
nine pounds 10s The parties appeared by And humbly pray that ye Case may be
continued until ye next Term And it is granted them and ye said parties have further
day here in this Court until ye second Tuesday of Nov next Ensuing

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltf vs Asa Noble
of ye Westfield Gent Defd in a plea of ye Case for that ye said Asa at ye Westfield on ye 25th
day of June 1768 by his note of that date for Value rec promised ye pltf to pay
him eighteen pounds 18s on demand with interest till paid Also for that ye said
Westfield aforesd on ye same day and year by one other note of ye same date for Value
rec promised ye pltf to pay him five pounds 5s within two years &c as in ye Writ
The pltf appears by Justin Ely Gent his attr and ye Defd being three times publickly
called makes default of appearance here Therefore it is considered by the
Court that ye said Bildad recover against ye said Asa twenty five pounds 0s 0d
lawful money damages Cost of Court taxed at one pound 19s 8d and thereof &c
Execn is 8th Sept 1770

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltf vs John Cooley of
Granville in ye County yeoman Defd in a plea of ye Case for that ye said John at Springfield
on ye 20th day of Dec 1763 by his note of that date for Value rec promised ye said Bildad
to pay him eight pounds 13s 4d lawful money on demand with Interest Also for
that ye said John at ye Springfield on ye sixth day of Nov 1765 by one other note of ye date
for Value rec promised said Bildad to pay him seven pounds 0s 0d ye first day
of Nov then next with ye Interest from ye first day of April then next till paid
Also for that said John at ye Springfield on ye 21th day of Octo 1766 by one other
note of that date for Value rec promised ye pltf to pay him one pound worth
of good wheat within twelve months with Interest till paid &c as in ye Writ
The pltf appears by Justin Ely Gent his attr and ye Defd being three times publickly
called makes default of appearance here His therefore considered by ye Court
that ye said Bildad recover against ye said John twelve pounds 7s 4d lawful money
damages Cost of Court taxed at one pound 11s 8d thereof &c. Execn is 8th Sept 20th 1770

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltf vs David Ingersol
of ye said Westfield yeoman Defd in a plea of ye Case for that ye said David at ye said
Westfield on ye 16th day of Feby 1763 by his promissory note in writing under
his own hand of that date for value rec promised ye said Bildad to pay him or order the
sum of Thirty six pounds 11s 0d on demand with Interest until paid Also for that
said David at said Westfield on ye fourteenth day of August 1764 by one other promissory
note in writing under his own hand of that date for value then rec promised ye said
Bildad to pay him or order ye sum of twelve pounds 2s 8d upon demand with lawful
Interest till paid yet said David tho often thereto requested hath never paid said Sum
of said Sums or interest or any penny thereof to ye pltf but hitherto hath & still doth
neglect & deny to ye damage of said Bildad Seventy five pounds
The pltf appears by Justin Ely Gent his attr and ye said David by John Worthington Esqr
his attr comes & defends ye Wrong & Injury when & says that he never promised in manner & form as
pltf in his declaration is alleged & thereof puts himself on the Country & pltf likewise
thereupon &c Jurors of this Term according to ye Form & Effect of ye Statutes in this behalf
provided returned and impanelled being called likewise come to this Inquest between the
parties aforesd upon their oath do say that the said David did promise in manner & form
concerning ye premises being duly sworn by Ebenezer Ritchie Esqr to try the Issue between the
sixteen pounds 0s 0d damages and Cost of Court His therefore considered by
the Court that ye said Bildad recover against ye said David sixteen pounds 0s 0d lawful
money damages and Cost of Court taxed at three pounds 8s 0d thereof &c

The said Bildad by his attr above named appeals from ye Judgment of this Court
to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of
Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with
Sureties as the Law directs for his prosecuting ye said appeal with Effect as by ye
Recognizance as on file it appears

Bildad Fowler of Westfield in y County of hampshire yeoman pltf vs Abinadz
Easton of said Westfield yeoman Deft in a plea of y Case for that said Abinadz at
Westfield on y Tenth day of May 1769 by his note of that Date for Value Rec pro
mised said Bildad to pay him Twenty five pounds 1769 by y first day of Septr
then next with Interest till paid &c as in y Writ — The pltf appears by Justin
Ely Gent his attr and y Deft being three times publickly called makes Default of
appearance in Court — It is therefore considered by y Court that y Bildad
recover against y said Abinadz twenty nine pounds 1769 of lawful money
damages & Cost of Court taxed at one pound 12/10 & thereof &c — Exon 20th Septr 1770

Fowler vs Easton — 1. — 9d

Bildad Fowler of Westfield in y County of Hampshire yeoman pltf vs Abner Fowler
of y same Westfield yeoman Deft in a plea of y Case for that said Abner at Springfield
on y last day of June last past being justly indebted to y pltf y sum of Eighteen
pounds lawful money to ballance Book Acct for divers Goods, Wares and
Merchandize there before that Time sold & delivered to y said Abner by y said
Bildad at his special instance & request according to y Acct annexed to y Writ
in Consideration thereof said Abner then and there assumed on himself
and faithfully promised y pltf to pay him y same sum on demand & y pltf
Abner tho often thereto requested hath never paid said sum or any penny thereof
to y pltf but unjustly neglects it to y Damage of y said Bildad Twenty pounds
The pltf appears by Justin Ely Gent his attr and y said Abner by John Worthington
Esqr his attorney comes and defends &c and for plea says he never promised y pltf in
such manner and form as y pltf in his declaration hath alledged against
him & thereof puts himself on y Country — And y said Bildad by his attr above
reserving Liberty to himself of waiving this demurrer on y Trial of y appeal
& then to join y Issue Tendered above now says that y Defts plea above pleaded is an
insufficient Answer to his declaration and that he is not holden by y Law of the
Land to answer thereto all which he is ready to verify wherefore he prays
Judgment for his damages and Costs by Deft says his plea is sufficient
Thereupon y premises being seen & fully understood by y Court of y Lord y
King now here for that it appears to y said Court of y said Lord y King that y
plea aforesaid of y said Abner and y matters therein contained are sufficient
in Law to preclude y said Bildad from having his aforesd Action maintained
against y said Abner — Therefore it is considered that y said Bildad by his plea
aforesaid have nothing &c It is also considered that y said Abner recover against
y said Bildad £ of lawful money allowed him for his Cost in defending y suit
of y said Bildad — The said Bildad by his attr above named appeals from
y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield
in & for y County of hampshire on y fourth Tuesday of Septr next Ensuing the
recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect
as by said Recognizance as on file appears

Fowler vs Abner Fowler — 99

Bildad Fowler of Westfield in y County of Hampshire Trader pltf vs Constantine
Noble of Sheffield in y County of Berkshire yeoman Deft in a plea of y Case for that
Constantine at said Westfield on y ninth day of March last past by his promissory
note in writing under his own hand of that date for Value Rec promised y pltf to pay
him y Sum of Nine pounds 18/ lawful money on demand with Interest till paid
yet said Constant tho often thereto requested hath never paid said sum of Interest
or any penny thereof to y pltf but unjustly neglects it to y Damage of y said Bildad twelve pounds
The parties come here and move that y Cause may be continued until y next Term & this
is granted them and y said parties have a further day before y Lord y King in this Court
here until y second Tuesday of November next Ensuing

Fowler vs Noble — 18/

Jonathan Kennedy of Windham in y County of Windham Colony of Connecticutt yeoman
pltf vs Elijah Edgerton late of Norwich in y County of New London Colony aforesd yeoman Deft
in a plea of y Case for that said Elijah at a place called Windham in Springfield
on y 17th day of April 1769 by his note of that date for Value Rec promised y
pltf to pay him Eight pounds 1/8 lawful money on or before y first day of June then
next with y lawful Interest from y date till paid &c as in the Writ —
The pltf appears by Justin Ely Gent his attr and y Deft being three times publickly
called makes Default of appearance here — It is therefore considered by y Court of
y said Jonathan recover against y said Elijah Eight pounds 1/8 of lawful money
Damages and Cost of Court taxed at two pounds 9/2 thereof &c Exon 22d Septr 1770

Kennedy vs Edgerton — 18/

Benjamin Day Gent and Margaret Jones Gentlewoman both of Springfield in y
County of Hampshire Executors of y last will & Testament of Cornelius Jones late of
said Springfield Gent Dec pltfs vs Moses Dewey of Westfield in s County Gent Deft
in a plea that said Moses render to y s Benjamin & Margaret Sixteen pounds 16/
which to them he owes and unjustly detain &c whereas s Benja & Margt
say that at an Inferiour Court holden at Northampton on y second Tuesday of May in
the sixth year of our Reign by y Judgment of y same Court they recovered against s
Moses fourteen pounds 14/ lawful money for his Damages by reason of s Moses
not performing of his promise before that Time made to s pltfs in s Capacity &
two pounds 2/10 for their Costs by them about their suit in that behalf Expended &
whereof said Moses is convict as by y Record thereof appears which Judgment
yet remains in its full force and altho y pltfs afterwards sued out diverse Writs of
Execon thereon yet y sums as aforesd recovered were never levied thereby and y same are
Cony since returned wholly unsatisfied whereby an Action hath accrued to y s Benjamin
and Margaret to have of y said Moses y said Sixteen pounds 16/ &c as in y Writ
The pltfs appear by Justin Ely Gent and y Deft being three times publickly called
make Default of appearance here — It is therefore considered by y Court that
the said Benjamin and Margt recover against y said Moses Six pounds 6/8 1/2 lawful
money Debt & Damages and Cost of Court taxed at one pound 7/2 thereof &c

Jones Exors vs Dewey — 16/ — Exon is 22d Septr 1770

Court that upon a view

Moses Church of Springfield in y County of Hampshire yeoman pltf vs William Shaw
of Palmer in s County yeoman Deft in a plea of y Case for that said William on y first day
of November last past at Springfield by his note for Value Rec promised s Moses to pay
him two pounds l/h Lawful money on demand with Interest till paid And also for that
said William on y 23d day of July Instant being indebted to said Moses in y further sum
of Ten pounds l/s like money according to y Act annexed to y Writ s William in
Consideration thereof promised s Moses to pay him y same on demand Having Writ
The pltf appears by Jonathan Bliss Esqr his Attr and y Deft being three times
publickly called makes default of appearance here — It is Therefore considered
by y Court that y said Moses recover against y said William twelve pounds 16/ of
Lawful money damages Cost of Court taxed at one pound 12/2 Whereof he
Execon is 26th Sept 1770

Edward Pynchon of Springfield in y County of Hampshire Esqr pltf vs Samuel Cooley of
Springfield in said County yeoman Deft in a plea of y Case for that said Samuel
on y 6th day of Sept 1769 by at Springfield aforesd by his note for Value Rec promised s
Edward to pay him two pounds l/ Lawful money on demand with Dx Hearing Writ
The pltf being three times publickly called to come into court & prosecute his Action
does not appear But is nonsuit & Deft likewise defaulted & Action dismissed

Stephen Moulton of Hatfield in y County of Hampshire and Colony of Connecticutt yeoman
pltf vs Nathaniel Hayward of Westfield in y County of Hampshire yeoman Deft in a
plea of y Case for that y s Nathaniel on y 26th Day of Sept last past at Springfield
aforesd by his note for Value Rec promised said Stephen to pay him or order Eleven
pounds 11/11 Lawful money by y first day of Nov then next with Interest till
paid Ix as in y Writ — The pltf appears by Jonathan Bliss esq his Att and y Deft
being three times publickly called makes default of appearance in Court Wherefore
considered by y Court that y said Stephen recover against y said Nathaniel
~~recover against y said Stephen~~ twelve pounds 11/2 Lawful money damages Cost
of Court taxed at one pound 10/ Whereof he
Execon is 26th Sept 1770

John Worthington Esqr Charles Pynchon Physician Jonathan Dwight Shopkeeper and Elizabeth
Dwight widow all of Springfield in y County of Hampshire Executors of y last Will &
Testament of Josiah Dwight late of Springfield aforesaid Esqr Decd pltfs vs Edward Kibbe
Junior of Somers in y said County yeoman Deft in a plea of y Case for that y s
promisor y said Josiah then living to pay him or order 38/10 Lawful money
within three months from that time with Lawful Interest till paid Ix as in y Writ
The pltfs appear by Jonathan Bliss esq their Att and y Deft being three times publickly
called makes default of appearance in Court — Wherefore considered by y Court
that y said Executors recover against y said Edward two pounds 11/5 of Lawful money
Damages and Cost of Court taxed at one pound 6/ Whereof he
Execon is 26th Sept 1770

Phinehas Miner of Hopkinton in our County of Kings County in our Colony of
Rhode Island yeoman pltf vs John Goodwill late of Norwichtown in y County of
New London in y Colony of Connecticutt yeoman Deft in a plea of y Case for
that said John on y 26th day of April 1766 at Springfield aforesd by his note
under his hand for Value Rec promised y said Phinehas to pay him or order Eleven
pounds of Lawful money by y first day of Sept then next Ensuing with Lawful
Interest for y same sum from y 25th day of Dec then last past Yet y s John
tho that time is Elapsed tho often requested hath not paid y same sum nor
y Interest thereof but he neglects so to do To y damage of y s Phinehas Eighteen pounds
The pltf appears by Jonathan Bliss Esqr his Att and y said John by John
Worthington esq his Att came and defends &c and pleads & says that he never pro
mised in manner and form as y pltf in his declaration has alledged and
thereof puts himself on y Country and y pltf likewise —
Thereupon y Jurors of y Jury now at this Term according to y form & Effect of the
Statutes in this behalf provided returned and impannelled being called likewise
came here Who to say y Truth concerning y premises being duly sworn by Mr
Ebenezer Hitchcock their Forereman declare upon their Oath that they find
for y pltf Fourteen pounds 1/9 damages & Cost of Court — It is Therefore
considered by y Court that y said ~~Phinehas~~ recover against y s John Fourteen
pounds 1/9 of Lawful money damages Cost of Court taxed at three pounds 7/ Whereof he
Execon is 26th Sept 1770

Hezekiah Chaffee of Windsor in y County of Hartford and Colony of Connecticutt
Physician pltf vs Samuel Hayre of Westfield in y County of Hampshire yeoman
Deft in a plea of y Case for that said Samuel on y seventh day of July Instant
at Springfield by his note for value Rec promised said Hezekiah to pay him
five pounds 3/3 Lawful money on demand with Interest &c as in y Writ
The pltf appears by Jonathan Bliss Esqr his Att and y Deft being three times
publickly called makes default of appearance in Court — Wherefore consi
dered by y Court that y said Hezekiah recover against y s Samuel five pounds 3/9 in
of Lawful money damages Cost of Court taxed at one pound 16/ Whereof he
Execon is 26th Sept 1770

William Hall of Palmer in y County of Hampshire Gentleman pltf vs Aaron Graves
of said Palmer yeoman Deft in a plea of Trespass upon y Case for that y s William
on y 15th day of June last past at Palmer aforesaid was possessed of one Bone Gelding
of y price of fifteen pounds Lawful money as of his proper Gelding & being so
possessed y s William afterwards on y same day casually Lost y said Gelding out of his possession
afterwards y same Gelding came into y possession of y s Aaron by finding y
same &c as in y Writ — The pltf being three times publickly called
to come into Court & prosecute his Action does not appear but is Nonsuit
and y Deft likewise defaulted and y Action dismissed

William Scott of Palmer in y County of Hampshire Gent pltf Aaron Graves
of said Palmer yeoman Deft in a plea of y Case for that s Aaron on y third
day of April last past at Palmer aforesaid by his note for Value rec
promised one Daniel Lamb to pay him or order thirteen pounds lawfull
money in three months from that Time with Interest till paid And
said Daniel there afterwards on y same third day of April by his Indorsment
ordered y Contents then wholly due to be paid to said William whereas Aaron had
notice to Aaron in Consideration thereof promised said William to pay him
y same Sum with Interest in y said Term of three months afores recovd
by y Terror of y same Note &c as in y Writ ~~ The pltf appears by Jonathan
Bliss Esq his attr and y Deft being three times publickly called makes default
of appearance in Court ~~ It is therefore considered by y Court that y pltf William
do recover against y said Aaron thirteen pounds 6/8 of lawful mony damages
Cost of Court taxed at one pound 15/4 thereof &c

Thomas Bagg of Springfield in y County of Hampshire yeoman pltf vs Charles
Colton of y same Springfield yeoman Deft in a plea of y Case for that y
Charles on y Eighth day of June 1766 at s Springfield by his note under
his hand of that date for Value rec promised y said Thomas to pay him
fifteen pounds lawful mony in five weeks from that Time with
Interest ensuing lawful interest for y same after y Expiration of y
Time till paid Yet y said Charles tho that time is elapsed & tho often requested
hath not paid y same Sum nor y Interest thereof but he neglects it
to y Damage of y said Thomas Twenty pounds ~~ The pltf appears
by Jonathan Bliss esq his attr and y Deft being three times publickly
called makes default of appearance in Court ~~ It is therefore considered
by y Court that y said Thomas recover against y said Charles four pounds 8/
of lawful mony damages and Cost of Court taxed at one pound 10/9 thereof &c
The said Charles afterwards at this Term comes here in his proper person
and appeals from y Judgment of this Court to y Superiour Court of Judicature
to be holden at Springfield in & for y County of Hampshire on y fourth Thursday
of September next Ensuing, And he recognizes with Sureties as y law directs
for his prosecuting y appeal with Effect as by s Recognizance on file appears

George Bigelow of Springfield in y County of Hampshire Gent pltf vs Benjamin
Wait Junr of said Springfield yeoman Deft in a plea of y Case for that said
Benjamin on y first day of July instant at Springfield aforesd being in
debt to y said George in y Sum of nine pounds 10/9 of lawful money
for sundry Goods, Wares and merchandize before that Time sold by s George to
said Benjamin at his request and Interest due thereon according to y Acct
annexed to y Writ said Benjamin in consideration thereof promised said
George to pay him y same Sum on demand &c as in y Writ
The pltf appears by Jonathan Bliss esq his attr and y Deft being three times
publickly called makes default of appearance in Court ~~ Therefore it is
considered by y Court that y said George recover against y said Benjamin
Nine pounds 10/9 of lawful money damages and Cost of Court taxed at
one pound 6/4 thereof &c
Exon in 29th Sept 1766

Jonathan Dwight of Springfield in y County of Hampshire yeoman pltf vs
Israel Higgins of Chatham in y County of Hartford and Colony of Connecticut
yeoman Deft in a plea of y Case for that whereas at s Springfield on y 28th day
of November last y said Israel rec of y said Jonathan one Cask of Pott ash mark
John Rouse Hanover of y Value of forty pounds & two Casks of Salts branded Dwight
Springfield of y Value of Seven pounds y property of said Jonathan to be trans
ported to Boston & there delivered to John Barret Esq & Sons merchants in Company
there for & y Barrel freight to be there paid him, the said Israel then & there in
Consideration thereof assumed on himself & to y said Jonathan faithfully pro
mised to transport y said Pott ash & Salts to Boston in a reasonable time & deliver y
same to said John Barret aforesd Sons they paying freight as aforesaid y Dangers of
y Seas only excepted, And y said Jonathan says that y said Israel hath long since
had reasonable & sufficient time to have transported y same Pott ash & Salts to
Boston and to have delivered y same to s John Barret & Sons & that they have
always been ready to pay y freight thereof as aforesd on Receipt thereof
Yet y said Israel his promise aforesd not regarding ~~his promise aforesd~~
but wickedly designing y pltf in this respect to injure & defraud hath never
transported y said Pott ash & Salts to Boston or delivered y same to s Barret &
Sons or either of them but hath wholly neglected to do it and hath suffered the
same to be ruined and lost & that not by means of y Seas to y damage of said
Jonathan twelve pounds ~~ The pltf appears by s Jonathan Worthington his
attorney and y said Israel by Jonathan Bliss Esq his attr comes & defends &c & craving
to himself Liberty of altering this plea and pleading any new matter on y trial of
y issue says y Bond declared on is not his deed and thereof puts himself on the
Country ~~ And y said Jonathan by his attr aforesd consenting to y Exception aforesd
says that he by any thing in y aforesd plea of y said Israel alledged ought not to
be precluded from having and maintaining his action aforesd against him
because he saith that y same plea & matters therein contained are not a
sufficient answer to his declaration and that he is not obliged ~~nor holden~~
to have to make any answer thereto and this he is ready to verify wherefore for
want of a sufficient plea of y said Israel in this behalf he prays Judgment for his
damages and Cost and y said Israel says his plea above pleaded is sufficient
therefore because y said Jonathan hath not denied y same nor made answer
thereto he prays Judgment for his Costs &c ~~ Thereupon all and singular the
premises being seen and fully understood by y Court & y before y thing now here

against ys said Israel or from his damages aforesaid It is therefore considered by
ys Court that ys said Jonathan recover against ys said Israel twelve pounds of
Lawful mony damages and Cost of Court taxed at two pounds 8/0 Whereupon
The said Israel by his Attorney aforesaid appeals from ys Judgment of this Court
to ys Superiour Court of Judicature to be holden at Springfield within and for ys County
of Hampshire on ys Fourth Tuesday of September next Ensuing and he recognizes
with Sureties as ys Law directs for his prosecuting ys Appeal with Effect as
by said Recognizance as on file it appears

Campbell
vs
Gunnison
115

Daniel Campbell of Schanactada in ys County of Albany Province of New York
Esq pltff vs Esther Gunn of Montague in ys County of Hazizzeshire Widow Deft
of Elisha Gunn late of Montague aforesd yeoman Dec'd Whereas ys Sd Elisha
Chattels Rights and Credits that were of ys said Elisha at ys time of his death
Deft in aplea that said Esther render to said Daniel two hundred Eighty two
pounds 13/0 which from him she unjustly detains &c Whereon s'd Daniel say
that at Schanactada on ys 12th day of Octo in ys 15th year of ye Reign s'd Elisha
then living by his Bond of that date bound himself to ye Daniel in ys Sum
three hundred Seventy six pounds 10/0 lawful mony of New York which is
equal to two hundred eighty two pounds 13/0 lawful mony of this Province
to be paid to ys said Daniel in a reasonable time after ys 12th day of April then next
in case ys said Elisha should fail & paying to s'd Daniel by s'd 12th day of April
one hundred Eighty Eight pounds 0/0 lawful mony of York aforesd which said
Elisha by his Bond acknowledged he owed s'd Daniel and s'd Daniel says that s'd
Elisha never paid said one hundred and Eighty eight pounds whereby Action
accrued to ys s'd Daniel to demand of s'd Elisha ye Sum of three hundred seventy
six pounds 10/ &c as in ys Writ The pltff appears by John Worthington Esq
his attr and ys said Esther by Simeon Strong Esq comes into Court and confesses y
ys Forfeiture of ys Bond and prays for an Equitable Chancery &c Therefore it is
considered by ys Court that ys said Daniel recover against ys said Administratrix
thirty pounds 0/0 of Lawful mony debt and Cost of Court taxed at 3/0 6/ Whereupon

Exon is 24th Sept 1770

Fowler
vs
Taylor 2

Bilead Fowler of Westfield in ys County of Hampshire yeoman pltff vs Samuel Taylor
the second of Springfield in said County yeoman Deft in aplea of ys Case for that
ys s'd Samuel at s'd Springfield on ys 12th day of Octo 1767 by his promissory note in
writing under his hand of that date for value rec promised one Ahimaaz Easton
to pay him or his order ys Sum of two pounds 10/0 lawful mony or Worth
in Indian Corn at money price at or before ys first day of June then next
And afterwards viz on ys same 12th day of Octo at Springfield aforesd ys said
Ahimaaz Easton by his Indorsment on ys Note with his proper hand
subscribed assigned the same note to ys said Bilead ys pltff ordered ys Contents
thereof then wholly due to be paid to ys pltff of all which ys s'd Samuel then
there instantly had notice so became liable to pay ys Contents of ys s'd
note to ys said pltff according to ys Tenor thereof and being so liable ys said
Samuel then and there in consideration thereof promised ys pltff to pay
him ys same accordingly at or before ys said first day of June then next
Yet ys said Samuel tho often requested and ys said Term of payment is
long since Elapsed hath never paid ys same nor any part thereof but un
justly neglects it to ys damage of ys said Bilead Six pounds
The pltff appears by John Worthington Esq his attr and ys Deft by Simeon
Strong Esq his attr comes & defends &c and says that ys pltffs declaration & matters
therein contained are not sufficient in Law to oblige him ys s'd Samuel to answer thereto
to which declaration & matters therein contained ys s'd Samuel is under no necessity
nor bound by ys Law of ys Land to answer & this he is ready to verify wherefore he
prays Judgment of ys Declaration and that his Costs by reason of this Suit
may be adjudged to him and reserves Liberty to waive this plea & plead y General
Issue on Trial of ys appeal; And ys s'd Bilead by his attr above consenting says
his declaration aforesaid is sufficient and this he is ready to verify & thereof prays
Judgment Judgment for his Damages and Cost Whereupon all & singular ys
premises being seen and fully understood by ys Court & ys Lord & thing not there for
that it appears to ys said Court that ys plea aforesd of ys said Samuel and matters
therein contained are not sufficient in Law to preclude ys said Bilead from proceeding
in his said Action & from his damages aforesaid Therefore it is considered
by ys Court that ys s'd Bilead recover against ys said Samuel two pounds 17/9 3/4 of Lawful
mony damages and Cost of Court taxed at one pound 8/0 ys 3/4 thereof &c
The said Samuel by his attr above named appeals from ys Judgment of this Court
to ys Superiour Court of Judicature to be holden at Springfield in and for ys County
of Hampshire on ys Fourth Tuesday of September next Ensuing and he recognizes
with Sureties as ys Law directs for his prosecuting ys appeal with Effect as by said
Recognizance as on file it appears

Worthington
vs
Hibbard

John Worthington of Springfield in ys County of Hampshire Esq pltff vs Edward Hubbard
of Somers in said County Husbandman Deft in aplea of ys Case for that ys s'd Edward at
Springfield on ys first day of September 1768 was indebted to ys said John & Josiah
Dwight both then of said Springfield now Dec'd who jointly used Trade & Commerce
together then in ys two pounds 4/9 3/4 on acct for Ware according to ys Acct annexed
to ys Writ and in Consideration thereof said Edward promised ys said Josiah & John
to pay them ys same on demand &c as in the Writ
The pltff appears in his proper person and ys Deft being three times publickly
called makes default of appearance in Court Whereupon
by ys Court that ys s'd John recover against ys s'd Edward two pounds 4/9 3/4 of
Lawful mony damages and Cost of Court taxed at one pound 8/0 ys 3/4 thereof &c

Exon is 4th Decem 1770

Samuel Olcott of Hartford in y County of Hampshire
yeoman pltt vs Nathaniel Lease of Blandford in y County of Hampshire Olcott
yeoman Deft in a plea of y Case for that y said Nathaniel on y 28th day of vs
May 1768 at Springfield aforesaid by his promissory note in writing under Lease
his hand of that date for Value rec promised y said Sam[ll] to pay him or his
order Sixty Six pounds lawful money by y first day of November then next
with lawful interest for y same from y Date of said note till paid Yet
y[e] Nath[ll] tho often requested hath never paid y same nor any part
thereof but unjustly neglects it to y damage of said Sam[ll] Eighty pounds
The pltt appears by John Worthington esq his att[y] and y Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said Sam[ll] recover against y
said Nathaniel Sixty nine pounds 8[s] of lawful money damages Cost &
Court taxed at two pounds eight pence & thereof &c
The said Nath[ll] afterwards at this Term comes here by John Phelps Gent his
att[y] and appeals from y Judgment of this Court to y Superiour Court of
Judicature to be holden at Springfield in & for y County of Hampshire
on y fourth Tuesday of Sept[r] next Ensuing and here acknowledges with sureties
as y Law directs for his prosecuting y appeal with Effect as by said
Recognizance as on file appears

James Atherton of Blandford in y County of Hampshire by pltt his att[y] Jacob
Root late of said Blandford now of a place called y Equivalent West of Blandford Root
in y County of Berkshire yeoman Deft in a plea of y Case for that he
Jacob on y first day of April 1768 at Springfield by his note of that
date for Value rec promised said James to pay him or order six pounds[s] Wil
lawful money on demand with Interest till paid &c as in y Writ
The pltt appears by John Worthington Esq his att[y] and y Deft being three times
publickly called makes default of appearance in Court — Therefore it is
considered by y Court that y said James recover against y said Jacob seven
pounds 7[s] 6[d] lawful money damages Cost of Court taxed one pound 18[s] 6 thereof &c

Thomas Miller of Springfield in y County of Hampshire yeoman pltt vs Jonathan Miller
Bardwell of Belchertown in y County yeoman Deft in a plea of Trespass for that Bardwell
at Springfield on y 20th day of Nov[r] last past y said Jonathan with force Arms VS
one Hogshead of y pltts of y[e] Value of 10[s] & 3[d] Gallons & half of y pltts Molasses in
y Same Hogshead containing of y Value of 3[s] 8[d] Gallon did take away & to his
own use converted and disposed & many other Injuries then & there did to y[e] pltt
contrary to law against our peace and to y Damage of y said Thomas Ten pounds
The pltt appears by John Worthington Esq his att[y] and y[e] Jonathan by Simeon Strong
Esq[r] comes and defends y force & Injury when &c and says he is not guilty
in manner & form as y said Thomas has above declared against him and
thereof puts himself on y Country and the pltt likewise — Thereupon y
Jurors of this Term according to y[e] form and Effect of y Statutes in this behalf
provided returned and impannelled being elected & sworn likewise come — who to say
y Truth concerning y premises ~~being called to inquire~~ being duly
sworn by M[r] Ebenezer Kitchell their foreman declare upon their Oath that they
find for y Deft Cost of Court — His therefore considered by y Court that y[e]
Jonathan recover against y[e] Thomas three pounds 11[s] of Lawful money allowed him
for his Cost in defending y Suit of y said Thomas thereof &c Execon is Sept[r] 15th 1770

Abel Bliss of Wilbraham in y County of Hampshire yeoman pltt vs Joseph Mason of Bliss
Greenwich in y County yeoman Deft in a plea of y Case for that y said Joseph at vs
Springfield on y 23[d] day of April last past by his promissory note in writing Mason
under his hand of that date for value rec[d] promised y said Abel to pay him Thirty
one pounds 15[s] lawful money on demand with lawful Interest for y same till
paid, Yet y said Joseph tho often requested hath never paid y same nor any part
thereof but unjustly neglects to do it to y damage of y[e] Abel Forty pounds
The pltt appears by John Worthington Esq his att[y] and y said Joseph by Simeon Strong
Esq his att[y] comes & defends y force & Injury & prays Judgment of y Writ because he pleads that
at y time of suing out y said Writ & long before & ever since y Town of Greenwich consisted
of two parts one of y said parts being within y County of Hampshire & y other part within
y County of Worcester that he now doth & y Day of suing out y[e] Original Writ of y
said Abel did and for many years before had & ever since hath inhabited & dwelt
in that part of said Greenwich which now is & all y times afores[d] was within
y said County of Worcester without that that y said Joseph on y day of y suing
out y said Writ or at any Time before or since had or now doth inhabit & dwell in
Greenwich in y County of Hampshire as y said Abel doth suppose by his
Writ & this he is ready to verify wherefore he prays Judgment of y[e] Writ & that y same
may be quashed & he allowed his Costs — Thereupon y premises being seen
& fully understood by y Court for that it appears to y[e] Court that y plea of y[e]
Jonathan is good and sufficient and y Writ of y[e] Abel is Bad and ~~that y said Abel recover~~ adjudged
It is also considered that y said ~~Abel~~ recover against y said Abel one pound 19 2[d]
lawful money allowed him for his cost in defending y Suit of y said Abel Thereof &c
Exec[n] is[d] 24th Sept[r] 1770

Abel Bliss of Wilbraham in y County of Hampshire yeoman pltt vs Elisha Kibbe
of Greenwich in y said County yeoman Deft in a plea of y Case for that y[e] Abel at Kibbe
y[e] Springfield on y 7th day of Febry last past by his note of that date for Value vs
rec[d] promised said Abel to pay him Seventy pounds 10[s] & upon demand with Bill
Interest till paid &c as in the Writ — The pltt appears by John Worthington
Esq his att[y] & Deft being three times publickly called makes default of appear
ance in Court — It is therefore considered by y Court that y said Abel do
recover against y said Abisha fifty eight pounds 7 3/4 of lawful money
damages and cost of Court taxed at one pound 16[s] thereof &c
Exec[n] is[d] 24th Sept[r] 1770

531

Mitchel
vt
Cook

James Mitchel of Wethersfield in y County of Hartford Colony of Connecticutt
Gent pltf vs Joseph Cook of Southhadley in y County of Hampshire yeoman Deft
in a plea of y Case for that said Joseph at Springfield on y 18th day of June last
past by his note of that date for Value Rec promised to James to pay him or
his order twelve pounds lawful mony on demand with Interest till paid Damages
The pltf appears by John Worthington Esq his attr and y Deft being three times
publickly called makes default of appearance here — His therefore considered
by y Court that y said James recover against y Joseph twelve pounds 3/11 lawful
money damages Cost of Court taxed at two pounds 0/1 Thereof Exon is 27th Sept 1770

532

Adam
vt
Rugg &c

James Mitchel of Wethersfield in y County of Hartford Colony of Connecticutt
Gent pltf vs John Rugg Samll Rugg both of Southhadley in y County of Hampshire
yeomen Defts in a plea of y Case for that said John Samll on y 18th day of June
last past at Springfield by their note of that date for Value Rec promised to James
to pay him twenty five pounds 13/6 lawful mony on demand with Interest Damages
The pltf appears by John Worthington Esq his attr and y Deft being three times pub
lickly called makes default of appearance here — His therefore considered by y
Court that y said James recover against y said John & Samuel twenty five pounds
19/11 1/2 of lawful mony damages Cost of Court taxed at two pounds 1/3 Thereof Exon is 27th Sept 1770

533

Needham
vt
Munger

Humphrey Needham of South Brimfield in y County of Hampshire yeoman pltf
Jnathan Munger of said South Brimfield yeoman Deft in a plea of y Case for that
said Jnathan at Springfield on y 23d day of Octo 1761 by his note of that date
for Value Rec promised y said Humphrey to pay him Nine pounds 11/2 lawful
money at or before y first day of Feby then next with interest till paid Damages
The pltf appears by John Worthington esq his attr and y Deft being three times pub
lickly called makes default of appearance in Court — His therefore considered
by y Court that y said Humphrey recover against y said Jnathan fourteen pounds
17/11 of Lawful money damages Cost of Court taxed at two pounds 3/3 Thereof Exon is y 28th Sept 1770

534

Noble
vt
Fowler

Thomas Noble of Westfield in y County of Hampshire yeoman pltf
said Westfield yeoman Deft in a plea of y Case for that whereas y said Thomas at
Springfield on y fifth day of Jany 1763 was by y Proprietors of y New Township
called Murrayfield admitted a settler there & unto Lott No 6 there & unto following
conditions viz: that he should within y space of three years commencing from
y first day of June then last past build a dwelling house on said Lott of the
following dimensions 24 feet long 18 feet wide & 7 feet Stud & have seven Acres of
Land well cleared and fenced and brought to English Grass or plowed subsually
settle a family on y same & continue such a family thereon for y space
of six years & should also within three years from said fifth day of Jany join with
y other settlers in said Town factually settle a protestant minister of y Gospel
there and pay one sixtieth part of y Charge thereof: And whereas y said
Proprietors then conveyed to him y same Lott No 6 he then and there bound him
self by his bond of that date to John Murray Esq Treasurer to y said proprietors
in y Sum of fifty pounds to be paid to said Murray as their Treasurer & to their
use in Case he should fail of performing y said Conditions of Settlement on y Lott
aforesaid according to y true intent and meaning thereof: whereas afterwards viz
on y twentieth day of Feby 1764 at Springfield y said Bilad well knowing y Premises
the said Thomas bargained sold and passed away y same Lott to said Bilad
at his special Instance and request y said Bilad then & there by his writing under
his hand of that date in Consideration thereof promised y said Thomas to fulfill
all y Court Acts in Settling y said Lott No 6 in said Township as said Thomas was
obliged to do: meaning that he would perform on said Lott all y several Articles
of Improvement & Settlement aforesd with y other Settlers performing y Duty
Settling a Minister &c as before mentioned within y respective Terms & Duties
above specified which were Injoined by y General Court as y Condition of y
Grant of said Land & that he would save y said Thomas free from all harm &
Cost that might arise from y Obligation y said Thomas had Given knowing
y same aforesd to settle s Lott and y said Thomas says, that said Bilad & Holly
disregarding his Undertaking & promise aforesd never built on s Lott a dwelling
House of y Dimensions aforesaid nor any dwelling house within y Term aforesd
specified for doing y same, Neither had he seven Acres of s Lott well cleared &
fenced & brought to English Grass or plowed in y Term aforesd for doing y same
or at any other time nor did he ever settle any family thereon within y Term
specified for doing y same much less continue such family thereon for any
Term of years next after s Bilad within y Term before specified for doing y same did
join with y other Settlers in s Town and settle a protestant minister of y Gospel
there but y said Bilad utterly neglected to do and perform all or any of y Articles
or Conditions aforesd by him as aforesd undertaken to be done on s Lott or in s
Town on Account of s Lott & in behalf of said Thomas. Neither hath s Bilad any
Thing yet s Thomas free from harm and Cost arising from s Obligation given by
Thomas to settle said Lott as aforesaid; But said Thomas says that by y s Bilad
Neglecting to perform y Duty & Settlement aforesd y said John Murray Esq in
behalf of said Proprietors hath brought his action of Debt against y said Thomas on his
Bond aforesd at our Inferiour Court of Common pleas holden at Worcester within &
for our County of Worcester aforesd on y second Tuesday of May in y Tenth year of our

Reign for recovering [illegible] which it was so proceeded that at our Superiour Court of
in ys Jame Bond upon which it was so proceeded that at our Superiour Court of
Indicature Court of Assize and General Goal delivery holden at ys Worcester with
in for said County of Worcester on y Third Tuesday of September in y Eighth
year of our Reign y said John Marray recovered final Judgment by y Confidera
tion of ys Jame Court against said Thomas for Thirty pounds being the
Chancery of y said Bond to its Just Debt by said Court for said Thomas
failing to perform y Conditions thereof and y Sum of five pounds 12s Cost
of Suit besides which Sums y said Thomas says he Expended Ten pounds in
his defence of y said Suit and said Thomas further says that after y Commence
ment of ys Jame Suit he gave y said Bildad notice thereof & requested him to
defend him from ys Jame & keep him from Trouble and Cost thereby but y
he neglected to do it and that since y final Judgment afores he gave y said
Bildad notice thereof and of all y premises but that he wholly refused to pay
ys Jame Sums so recovered against ys Thomas and that said John afterwards
oned out his Execn on y Judgment afores to y Jame to over Sheriff
of our said County of Hampshire that he ys Thomas was compelled by ys
Sheriff to pay y Contents of y Jame Execn with his fees for levying Collecting
y Jame was subjected to great Trouble and Expence in Collecting & advance
ing & paying y Jame and that so y said Bildads neglecting to perform his said
Promise and Undertaking aforesaid is to y damage of said Thomas Fifty pounds
Whereupon appears by John Worthington Esq his att and y said Bildad Fowler
by Moses Bliss Esq his attorney comes and defends y force and Injury when &
and pleads that he never promised in manner & form as y pltt in his declara
tion hath alledged and thereof puts himself on y Country reserving Liberty
to make a new plea on y Tryal of y Appeal — And y said Thomas Noble Junr
by his att above consenting to said Reservation reserving to himself Liberty of
waiving this demurrer on y Tryal of y Appeal & then to joine y Issue tender
above says that y Defts plea above pleaded is an insufficient answer to his
Declaration & that he is not holden by y Law to answer thereto all which
he is ready to verify wherefore he prays Judgment for his damages & Cost
And the pltt consenting says his plea is sufficient
Thereupon y premises being seen & fully understood by y Court & y said Lord the
King now here for that it appears to y said Court of y said Lord y King that
the plea of y said Bildad and y matters therein contained are sufficient in law
to preclude y said Thomas from having his afores action maintained agt
the said Bildad — Therefore it is considered that y said Thomas by his plea
aforesaid have nothing & it is also considered that y said Bildad recover
against y said Thomas the Sum of & of lawful money allowed him with
his cost for his cost in defending y Suit of y said Bildad & thereof &c
The said Thomas by his attorney abovenamed appeals from y Judgment of
this Court to y Superiour Court of Judicature to be holden at Springfield within
and for y County of Hampshire on y Fourth Tuesday of September next Ensuing
And he recognizes with Sureties as y Law directs for his prosecuting y Appeal
with Effect as by said Recognizance as on file it appears

Samuel Nivins of Greenwich in y County of Hampshire yeoman pltf vs
Asher Lovell, Perez Sprague, & Thomas Gorham both of Palmer in y Co County
yeomen Defts in a plea of y Case for that y said Asher, Perez and Thomas at
Springfield on y 17th day of March 1769 by their note of that date for Value Recd
promised said Samuel to pay him thirteen pounds lawful money at or
before y first day of April then next with Interest from y time of payment
till paid &c as in the Writ — The pltt appears by John Worthington Esq his att
and y Defts being three times publickly called make default of appearance in Court
It is therefore considered by y Court that y said Samuel recover against y said Asher
& Perez & Thomas thirteen pounds lb/s of lawful money damages and Cost of Court
taxed at Two pounds & thereof &c

David Fowler of Westfield in y County of Hampshire yeoman pltf vs Bildad
Fowler of said Westfield yeoman Deft in a plea of y Case for that y said Bildad on
y first day of June last past at said Springfield being justly indebted to said David in
the sum of one hundred Seventy six pounds lb/s lawful money to balance Accounts
according to a Bill annexed to y Writ he y said Bildad promised him in Consi
deration thereof to pay him y said David y same on demand; Also for that y said
Bildad at said Springfield on y same first day of June last past being justly in
debted to y said David in an other Sum of one hundred & seventy six pounds lb/s lawful
money for Sundry other Goods Wares and Merchandizes before that Time at y
special Instance and Request of y said Bildad there sold and delivered to y said Bildad
by y pltt he y said Bildad in Consideration thereof then & there assumed & promised
for David faithfully promised to pay him y said Sum on demand, And also
for that y said Bildad at said Springfield on y same first day of June last past
was justly indebted to said David in y further Sum of Forty pounds lawful money
for y same Sum there before that Time had and rec by him y said Bildad & there
the said David to y use & for him y said David in Consideration thereof the y said Bildad
then and there promised said David to pay him said Sum last mentioned on
demand; And also for that said Bildad there at said Springfield on y same first day
of said June was further indebted to said David in one other Sum of Forty pounds
lawful money for y same Sum there before that Time paid advanced & laid out
said David for him y said Bildad at y special Instance Request of him y said Bildad

[illegible] of said writ wherein complaint are not

Bildad in Consideration thereof said Bildad then and there promised ps David
to pay him said Sum last mentioned on demand Yet said Bildad tho often lequested
hath not paid said David either of ys Sums aforesaid or any penny thereof
but hitherto hath and still neglects & refuses to pay him ys same To ys Damage
of the said David the sum of one hundred and ninety pounds
The ptt appears by John Worthington esq his attr and ys Bildad by Justin Ely
yer this attr comes and defends ys force and Injury & damages &c and for plea says
he never promised ys ptt in such manner and form as ys ptt in his declaration
hath alledged against him and thereof puts himself on the Country
And the said David by his attorney abovenamed Reserving to himself the
Liberty of waiving this demurrer on ys Tryal or ys appeal and then to join ys
Issue Tendred now says that ys Defts plea above pleaded is an Insufficient answer
to his declaration and that he is not holden by ys Law of ys Land to answer thereto
all which he is ready to prove wherefore he prays Judgment for his damages &
Cost —— And the Deft consenting says his plea is sufficient ——
Thereupon ys premises being seen and fully understood by ys Court & ys Jury
Jury now here for that it appears to ys said Court & the said Jury that
the plea aforesaid of ys said Bildad and the matter therein contained are sufficient
in Law to preclude ys said David from having his aforesaid action maintained
against ys said Bildad —— Therefore it is considered that ys said David by
his plea aforesd have nothing but that for his groundless demand be in mercy
It is also considered that ys said Bildad recover against ys ps David 19/6 lawful
money allowed him with his assent for his cost in defending ys suit & ys David &c
The said David by his attr viz: John Worthington Esq appeals from ys judgment
of this Court to ys Superiour Court of Judicature to be holden at Springfield within
& for ys County of Hampshire on ys fourth Tuesday of September next Ensuing
And he recognizes with Sureties as ys Law directs for his prosecuting the
appeal with Effect as by said Recognizance on file appears

King
vs
Bond
Bc

John King the Younger of Palmer in ys County of Hampshire yeoman pltff
Benjamin Bond of Brimfield in ys said County yeoman Deft in a plea of ys Case
for that said Benjamin at said Springfield on ys 27th day of May Anno Dom 1769 by
his note of that Date for Value Rec promised said John to pay him Eleven pounds
lawful in one Year from ys Date of said note with Interest till paid & as in ys Writ
The ptt appears by John Worthington Esq his attorney and ys Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ys Court that ys said John recover against ys d Benjamin
twelve pounds 7/6 of lawful money Damages and Cost of Court taxed at
one pound 16/ and thereof &c —— Exed in ys 8th Decem 1770

Hampshire ps — George the Third &c To the Sheriff of our said County of Hampshire &c

Commonwealth
vs
Noble
Bc

WHEREAS on ys 23d day of October in the ninth year of our Reign before Edward
Taylor Esq one of our Justices assigned to keep our peace at Westfield in s County
personally appeared John Barber yeoman John Ingersoll Gentn & Saml Noble
yeoman all of Westfield aforesd and acknowledged themselves bound to us in ys
following Sums viz ys d John Barber principal in ys Sum of Ten pounds & ys d
John Ingersol and Saml Noble as Sureties in ys Sum of five pounds each
to be levied on their Goods &c & for want thereof on their Bodies to ys Use of us
our Heirs &c if default should be made in ys performance of ys Condition of ys
same Recognizance which Condition was that if ys d John Barber should personally
appear before our Justices of our Court of General Sessions of ys peace there
next to be holden at Northampton on ys second Tuesday of November then next
to answer to such matters as should be objected against him on our behalf
& especially to an Indictment for willfully absent and should do Answer ys
which by said Court should be enjoined him & not depart without Leave
then the foregoing Recognizance to be Void otherwise to abide in full force as by
the Record of said Recognizance appears — And now we have understood that ys said
John Barber did not appear before our Justices of our said Court holden at Northampton
aforesaid on ys second Tuesday of November aforesd but wholly failed thereof whereby
ys Recognizance aforesd remains ~~in full~~ against ys said John Barber John Ingersol &
Saml Noble in its full force and the Sums by them severally acknowledged
forfeited are due to us — We being willing to have ys Sums aforesd speedily paid
Command you that you make known to ys d Saml Noble that he appear before
our Justices of our Inferiour Court next to be holden at Springfield within & for ys
said County of Hampshire on ys last Tuesday of August next then & there to shew
if any thing he have or can say for himself why Execution should not be awarded
against him by said Court for ys Sum of five pounds so aforesd acknowledged
according to ys Tenor of ys Recognizance aforesd if he shall think fit & further to do
and receive every thing which our said Court shall consider in this behalf &c
And it was made known to the said Samuel Noble that he be here &c And now
John Worthington Esq ~~attr~~ who prosecutes in behalf of our Sovereign Lord the King
appears and ys d Saml being three times publickly called makes default of
appearance in Court —— It is therefore considered by the Court that Execution be
made & issued in due form of Law against the s d Samuel for levying the aforesd Sum of
five pounds by him forfeited as aforesd for ye use of said Lord the King and also for the
Exed in ys Sept. 29th 1770 —

Stebbins &c
Petition for Sale of Land

To the Honble Justices of the Inferiour Court of Common pleas to be holden at Springfield within and for y County of Hampshire on the last Tuesday of August 1770 The Subscriber humbly shews her husband Benjamin Stebbins Dec by his Last Will ordered sundry Legacies to be paid which together with the Debts owing from y Estate amount to more than y whole personal Estate of which y said Benjamin Dec died possessed, Your Petitioner, Executrix of y said dec Last Will therefore humbly prays she may be Enabled to make Sale of so much of y Dec Real Estate as will satisfy y Sum of thirteen pounds Lost Cost of Sale, And your Petitioner as in duty bound shall ever pray &c

~~Principle Executrix of Last Will of Dec~~ her Jemsha X Stebbins mark

The above Petition being read it is ordered by y Court that y said Jemsha Stebbins be impowered to make Sale of so much of the Real Estate of y said Dec where it may least Injure the same as shall produce fifteen pounds lawful money for the payment of the Debts due therefrom she observing ~~the directions of the Law in making~~ such Sale

Osgood &c
Petition for y Sale of Land

Hamshire ss To the hond his Majesties Justices of the Inferiour Court of Common pleas holden at Springfield in said County on the last Tuesday of August Curt

humbly sheweth Thomas Osgood of Ervingshire in y County aforesd Administrator on the Estate of Aaron Osgood of said Ervingshire dec The Estate of the said Aaron both Real and Personal is insufficient to satisfy the Claims of the several Creditors, Your Petitioner therefore humbly prays your Honor to impower him to make Sale of the whole of the real Estate for y benefit of the Creditors aforesaid & as in duty bound shall ever pray

Augt 26th 1770 Thomas Osgood

The above Petition being read it is ordered by y Court that the said Thomas Osgood be & he is hereby impowered to make Sale of the whole of the Real Estate of the said Aaron Dec for the benefit of his Creditors Observing the directions of the Law in making such Sale

The foregoing Judgments Appeals Orders &c being made and entered up in Manner aforesaid it was ordered by the Court the said Court should be adjourned without Day and it was adjourned accordingly

Attr W. Williams Clerk

Bound by
THE SAUTTER CO.
Greenfield, Mass.